No. _____

In the Supreme Court of the United States

Mamie L. Edwards, a/k/a
Mamie Lou King and
Leroy King,

Petitioners
Versus
Lynn Gerald, Jr. et al,
Respondents

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI
APPENDICES

MAMIE LOU EDWARDS KING – AND – LEROY KING
936 SAINT LUKE STREET
BAINBRIDGE, GEORGIA 39819
TELEPHONE NUMBER: 1-229-248-4263

APPENDIX A

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 02-11952
Non-Argument Calendar

D.C. Docket No. 01-00133-CV-FTM-29

FILED U.S. COURT OF APPEALS
ELEVENTH CIRCUIT
January 13, 2003
THOMAS K. KAHN
CLERK

MAMIE L. EDWARDS,
a/k/a Mamie Lou King,
LEROY KING,

Plaintiffs-Appellants,

Versus

LYNN GERALD, JR., et al.
Defendants-Appellees.

Appeal from the United States District Court for the
Middle District of Florida

(January 13, 2003)

Before TJOFLAT, BARKETT and HULL, Circuit Judges.

PER CURIAM:

Plaintiffs Mamie L. Edwards and Leroy King, proceeding pro se, appeal the grant of summary judgment for defendants Harry Adams, the Community Redevelopment Agency of Fort Myers, Fla ("CRA"), and Universal Property and Casualty Insurance Company ("universal"). The plaintiffs also appeal the dismissal with prejudice of their action against defendants Judge Lynn Gerald, Jr., Diana Golden, Judge Linda Pratt, Richard Capalbo, Kenneth Epstein, Sheriff Larry Campbell, Rosa Estrada, the Florida Insurance Commissioner, and the Florida State Treasurer. The plaintiffs also appeal the dismissal without prejudice of their action against Christine Purvis.

I.

The plaintiffs brought suit against a number of defendants relating to four interrelated incidents, alleging injuries arising out of: (1) a debt-collection dispute with Epstein; (2) the dispossession of their son, Demetrius John Edwards, as a tenant from Epstein's property; (3) the acquisition of their property on Lime Street in Fort Myers, Florida, by the CRA; and (4) the failure of Universal to compensate the plaintiffs for the destruction by fire of the residence located at 2654 St. Charles Street, in Fort Myers, Florida.

According to the complaint, as amended, the plaintiffs became indebted to Epstein when they issued a stop payment order on a check to purchase a vehicle from Epstein. Epstein filed suit, obtained a default judgment, and the sought to collect on the judgment by garnishing the plaintiffs' bank accounts and levying their property in Florida. The plaintiffs owned three parcels of real property in Lee County, Florida; (1) Evans Add. No. 2 at 2654 St. Charles Street, Fort Myers; (2) Evans Add. At 2730 Lime Street, Fort Myers; and (3) Lehigh Acres Unit 1 at 1209 Desoto Avenue, Lehigh Acres, Florida. Leroy King also owned a parcel of real property in Leon County, Florida, number 310920242000. On the Evans Add. No. 2 parcel the

plaintiffs owned a home. The plaintiffs obtained a homeowner's insurance policy from Universal, for the period August 2, 1999, through August 2, 2000. All four properties were levied by the respective sheriff and sold.

On February 23, 2000, per judicial sale, Epstein bought the plaintiffs' property at 2654 St. Charles Street for $500. Thereafter, Epstein leased the house to the plaintiffs' son, Demetrius Edwards. When Demetrius Edwards failed to pay his March 2000 rent, Epstein filed suit in Lee County, and evicted him. Around April 23, 2000, the house was destroyed by fire. The plaintiffs submitted a property loss notice to Universal, claiming losses under their policy. Universal denied the claim because the policy ceased operation due to the sheriff's sale of the property and their eviction from the premises.

II.

The plaintiffs' delineate eight issues on appeal, ranging from whether the district court erred in dismissing the complaint and granting summary judgment for Universal to whether the district court knowingly accepted perjured testimony. Liberally construing the brief, the plaintiffs fail to present any argument regarding these issues, but rather chronicle the facts of the case. The plaintiffs make the general claim that the "Homestead Exemption"* protected their home at 2654 St. Charles Street from judicial sale. The plaintiffs also make the conclusory statement that the district court erred in granting summary judgment for Universal because there were genuine issues of material fact.

We review a district court's dismissal of a complaint for failing to state a claim de novo, accepting the allegations in the complaint as true and construing them in a light most favorable to the plaintiff. Shands Teaching Hosp. And Clinics, Inc. v. Beech St. Corp., 208 F.3d 1308, 1310 (11th Cir. 2000). We also review a district court's grant of summary judgment de novo, viewing the evidence in a light most favorable to the non-movant. Patrick v. Floyd Med. Ctr., 201 F.3d 1313, 1315

(11th Cir. 2000). Because the plaintiffs proceed pro se, their pleadings and brief will be liberally construed. Tannenbaum v. United States, 148 F.3d 1262, 1263 (11th Cir. 1998).

After giving plaintiffs' brief a liberal construction, we conclude that the brief fails to demonstrate error on the part of the district court. An appellant has the burden of demonstrating such error, meaning that we are not required to search the record for error. United States v. Francis, 131 F.3d 1452, 1458 (11th Cir. 1997), cert. denied, 525 U.S. 986 (1998). Rule 28 of the Federal Rules of Appellate Procedure requires that the appellant's brief contain the "appellant's contentions and the reasons for them, with citations to the authorities and parts of the record on which the appellant relies." Fed.R.App.P. 28(a)(9)(A). This requirement is not jurisdictional, but one of prudential constraint. Flanigan's Enters., Inc. of Ga. V. Fulton County, Ga., 242 F.3d 976, 987 n.16 (11th Cir. 2001), cert. denied, 122 S.Ct. 2356 (2002). Nevertheless, where an appellant's brief merely mentions an issue but fails to address it in the argument, the issue is deemed waived. Greenbriar, Ltd. V. City of Alabaster, Ala., 881 F.2d 1570, 1573 n.6 (11th Cir. 1989).

Liberally construing the plaintiffs' brief, the plaintiffs fail to address the eight issues they delineate in their "statement of the issues." (See Blue Brief at 1-3). The plaintiffs do not cite to the record, other than to compile their chronology of the case, and do not provide authority to support their general proposition that the district court erred in dismissing their complaint and granting summary judgment for Universal, Adams, and the CRA. (See generally id. At 4-27). Therefore, the plaintiffs have failed to meet their burden for demonstrating error and any issue they raised on appeal was waived. See Greenbriar, Ltd., 881 F.2d at 1573 n.6.

For the above reasons, we affirm the district court's dismissal of the complaint and its grant of summary judgment for Universal, Adams, and the CRA.

AFFIRMED.

APPENDIX B

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION
FILED MARCH 19, 2002
CLERK, U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS, FLORIDA

MAMIE L. EDWARDS, a/k/a
MAMIE LOU KING, and
LEROY KING

Plaintiffs,

Vs. Case No. 2:01-cv-133-FTM-29DNF

RICHARD M. CAPALBO, KENNETH EPSTEIN, HARRY G. ADAMS, COMMUNITY REDEVELOPMENT AGENCY, CITY OF FORT MYERS, UNIVERSAL PROPERTY and CASUALTY INSURANCE COMPANY, CHRISTINE PURVIS, INSURANCE SPECIALIST, FLEETWOOD TITLE CORPORATION, LINDA R. PRATT, LARRY CAMPBELL, ROSA S. ESTRADA, and HUMPHREY AND WHIDDEN INSURANCE AGENCY, INC.,
and
THE STATE OF FLORIDA INSURANCE
COMMISSIONER AND TREASURER,
Defendants.

ORDER

This matter comes before the Court on thirty (30) motions, which can be divided into the following categories: Defendants' motions to dismiss; plaintiffs' motions not to dismiss; plaintiffs' motions for default and/or default

judgment; motions to strike; and one motion for summary judgment. The motions were filed between July 18, 2001 and December 10, 2001.

I. Procedural History

Plaintiffs originally filed this case on March 20, 2001, challenging the proceedings in a state condemnation case. On June 18, 2001, the Court entered an Order (Doc. #79) dismissing defendants the Honorable Lynn Gerald, Jr. and Diana Golden with prejudice, granting various defendants' motions to dismiss without prejudice, and denying plaintiffs' motions for default and default judgment. (See Doc. #79, pp. 17-22). The Court allowed plaintiffs to file a "Second Amended Complaint setting forth all defendants (except Judge Gerald and Ms. Golden) they wish to sue in this case, and all causes of action against each defendant." (Doc. #79, p. 21 ¶ 33). The Court also explained in some detail the necessary requirements for the Second Amended Complaint.

Instead, plaintiffs have filed two Second Amended Complaints, and have gone far beyond claims relating to the state condemnation action. On July 5, 2001, plaintiffs filed a Second Amended Complaint (Doc. #85) naming defendants other than the State of Florida Insurance Commissioner and Treasurer. On July 18, 2001, plaintiffs filed a Second Amended Complaint Breach of Primary Insurance Home Ownership Policy Lawsuit Notice (Doc. # 86) naming the State of Florida Insurance Commissioner and Treasurer as a defendant. The Court will refer to the Second Amended Complaint (Doc. #85) as Second Amended Complaint I and the Second Amended Complaint Breach of Primary Insurance Home Ownership Policy lawsuit Notice (Doc. #86) as Second Amended Complaint II in order to avoid confusion.

On October 3, 2001, the Court entered an Order (Doc. #151) which, among other things, denied plaintiffs' motions for summary judgment and directed plaintiffs to respond to the newly filed dispositive motions as they relate to the Second

Amended Complaints I and II. The Court also provided additional guidance to plaintiffs by again directing them to review the rules of the Court. (See Doc. #151, p. 6).

II. Standards of Review

In deciding a motion to dismiss, the Court must accept as true all factual allegations in the Complaint. Hughes v. United States, 110 F.3d 765 (11th Cir. 1997); Brown v. Crawford County, Ga., 960 F.2d 1002, 1010 (11th Cir. 1992). The Complaint must be viewed and all reasonable inferences must be made in favor of the plaintiffs. Sawinski v. Bill Currie Ford, Inc., 866 F. Supp. 1383, 1385 (M. D. Fla.. 1994) (citing Scheuer v. Rhodes, 416 U. S. 232, 236 (1974)). A Complaint should not be dismissed unless it appears beyond doubt that plaintiffs can prove no set of facts that would entitle them to relief. Conley v. Gibson, 355 U.S. 41, 45-46 (1957) (footnote omitted); Marsh v. Butler County, Ala., 268 F.3d 1014, 1022 (11th Cir. 2001) (en banc).

Summary judgment is appropriate only when the Court is satisfied that "there is no genuine issue at to any material fact and that the moving party is entitled to judgment as a matter of law." Fed. R. Civ. P. 56©. An issue is "genuine" if there is sufficient evidence such that a reasonable jury could return a verdict for either party. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). A fact is "material" if it may affect the outcome of the suit under governing law. Id.

The moving party bears the burden of identifying those portions of the pleadings, depositions, answers to interrogatories, admissions, and/or affidavits which it believes demonstrate the absence of a genuine issue of material fact. Celotex Corp. v. Catrett, 477 U. S. 317, 323 (1986); Rice-Lamar v. City of Ft. Lauderdale, Fla., 232 F.3d 836, 840 (11th Cir. 2000). In order to avoid the entry of summary judgment, a party faced with a properly supported summary judgment motion must come forward with extrinsic evidence, i. e., affidavits, depositions, answers to interrogatories, and/or admissions, which are sufficient to establish the existence of

the essential elements to that party's case, and the elements on which that party will bear the burden of proof at trial motion. Celotex Corp., 477 U. S. at 322; Hilburn v. Murata Elecs. N. Am., Inc., 181 F.3d 1220, 1225 (11th Cir. 1999).

III. Analysis

A. Kenneth Epstein:

Second Amended Complaint I (Doc. #85) alleges that defendant Kenneth Epstein (Epstein) placed an advertisement offering a custom antique sports car, a 1984 Tiffany, for sale for $18,000. Plaintiffs allege they responded to the advertisement and, relying upon Epstein's representation that the vehicle was in excellent condition, offered to purchase the 1984 Tiffany for $6,000 and a 1994 Jaguar XJ6. This was agreed to by Epstein, and plaintiff met Epstein in Pompano Beach, Florida and took the vehicle. Plaintiffs allege that Epstein gave them a title to a 1984 Mercury, and gave them two sheets of paper which essentially stated the vehicle was sold with certain problems and without any guarantees. They further allege that the car suffered mechanical difficulties requiring the car to be re-wired, have a new motor, and have transmission work. Plaintiffs allege Epstein transferred a defective rim from the front of the car to the rear, resulting in a blow out and broken left rear pane. Plaintiffs stopped payment on the $6,000 check they had written. State court litigation resulted, which included testimony by Epstein. Plaintiffs allege damages in excess of $300,000 and "for the return of each parcel of land and dwelling in Lee and Leon County, Florida, taken away from the plaintiffs in violation of the plaintiffs established rights." (Doc. #85, ¶¶ 1-25, 27, 34, 37, 38).

The allegations against Epstein do not state a claim upon which relief can be granted in federal court. To the extent that any portion of the claim is based on Epstein's testimony in state court, he is entitled to absolute immunity regarding his testimony. Briscoe v. LaHue, 460 U. S. 325, 326 (1983); Jones v. Cannon, 174 F.3d 1271, 1281 (11th Cir. 1999); Levin,

Middlebrooks, Mabie, Thomas, Mayes & Mitchell, P.A. v. United States Fire Ins. Co., 639 So. 2d 606 (Fla. 1994). No federal question is presented by the allegations against Epstein. As to diversity, while the claim seeks in excess of the jurisdictional amount, it is clear from the factual allegations that any damages even approaching $75,000 are simply fanciful. Accordingly, Epstein's motion to dismiss (Doc. #91) will be granted, and the claim against him will be dismissed with prejudice.

B. Linda Pratt:

Plaintiffs allege that Linda Pratt, a state county court judge, violated their constitutional rights by failing to give them an impartial hearing in connection with a court proceedings regarding the Epstein events, improperly adding Mamie King as a party to that case, failing to rule on their counterclaim, issuing orders of garnishment on their bank account, issuing execution on real property despite being told the property was plaintiffs' primary residence and subject to a homestead exemption, and improperly ordering a warranty on the vehicle. Plaintiffs claim damages in excess of $200,000 and the return of land in Lee and Leon Counties, Florida which Judge Pratt ordered taken from plaintiffs. (Doc. #85, ¶¶ 26-35).

"Judges are entitled to absolute immunity from damages for those acts taken while they are acting in their judicial capacity unless they acted in the 'clear absence of all jurisdiction.' This immunity applies even when the judge's acts are in error, malicious, or were in excess of his or her jurisdiction." Bolin v. Story, 225 F.3d 1234, 1239 (11th Cir. 2000) (internal citations omitted). The facts as alleged in plaintiffs Second Amended Complaint I show that Judge Pratt was acting in her judicial capacity and was not acting in the clear absence of all jurisdiction. Therefore the motions to dismiss (Docs. #93, #97) are granted and the Second Amended Complaint I will be dismissed with prejudice as to Linda Pratt.

C. Richard M. Capalbo:

Defendant Capalbo represented Kenneth Epstein in the proceedings regarding property obtained pursuant to a Sheriff's Sale and plaintiffs' son's eviction from the premises. Plaintiffs allege that Richard M. Capalbo caused Judge Pratt to issue court orders in connection with the suit involving the Epstein vehicle to take away plaintiffs' money, to levy against plaintiffs' homestead, and to levy on property that plaintiffs had previously sold to other persons. Plaintiffs allege damages in excess $300,000 and the return of land taken from plaintiffs. (Doc. #85, ¶¶ 36-40).

Plaintiffs fail to state a claim insofar as they attempt to allege malpractice by defendant Capalbo in representing defendant Kenneth Epstein. "A cause of action for legal malpractice has three elements: (1) the attorney must be employed by or in privity of contract with the plaintiff; (2) the attorney must have neglected a reasonable duty; and (3) the negligence must have resulted in and was the proximate cause of loss to the plaintiff." Dadic v. Schneider, 722 So. 2d 921, 923 (4th DCA Fla. 1998). Plaintiffs had no privity with defendant Capalbo, and their only relationship is that of opposing parties in an underlying suit. In terms of jurisdiction, plaintiffs fail to allege a basis for either diversity jurisdiction or federal question jurisdiction as to Capalbo. Accordingly, Capalbo's motion to dismiss both Second Amended Complaint I and II (Doc. #89) will be granted, and they will be dismissed with prejudice.

D. Harry G. Adams/Community Redevelopment Agency:

Plaintiffs allege that Harry G. Adams, apparently the Executive Director of the City of Fort Myers Community Redevelopment Agency, appraised commercial property at 2730 Lime Street for $54,995, but refused to pay that amount for the property. Nonetheless, plaintiffs allege that these defendants stated they would give plaintiffs $9,000 for the property, "take it or leave it," and paid only $8,970.24 of the $9,000 promised. Plaintiffs allege a taking without just

compensation for their commercial property, and seek damages of $75,000 plus $54,955.00. (Doc #85, ¶¶ 40-44).

The undisputed facts establish that on or about May 2000, the Community Redevelopment Agency, City of Fort Myers, plaintiffs and the Lee County Tax Collector signed a Stipulation for Entry of Order of Taking (Doc. # 120, Exhibit G) for the property known as 2730 Lime Street in exchange for $9,000 for estimated just compensation. On May 8, 2000, plaintiff filed a Motion to Withdraw Funds for Parcel 1, seeking the $9,000 appraised value, which was subsequently granted. (Doc. #120, Exhibits B, C). After discovering that Kenneth Epstein was the rightful owner of 2730 Lime Street, defendant Community Redevelopment Agency filed a Motion to Require Return of Funds and plaintiffs were required to return $8,970.24 to the Registry of the Court. (Doc. #120, Exhibits E, F).

The Court finds that there was no taking without just compensation, as the property actually belonged to defendant Epstein, not plaintiffs. The facts are undisputed and defendants Adams and Community Redevelopment Agency are entitled to judgment as a matter of law.

In addition, defendant Adams is entitled to qualified immunity for his role as an employee of the City of Fort Myers. See Skrtich v. Thornton, 2002 WL 111299, *6 (11th Cir. 2002). In Harbert Int'l, Inc., employees acting inside the scope of their authority when "allegedly unconstitutional conduct occur(s)" are entitled to qualified immunity, barring a violation of clearly established law. Harbert Int'l, Inc. v. James, 157 F .3d 1271, 1284 (11th Cir. 1998). As plaintiffs have failed to demonstrate that Adams, as Executive Director of the Community Redevelopment Agency, violated clearly established law, the case must be dismissed as to defendant Adams for this reason as well.

Therefore, Adams' motions to dismiss Second Amended Complaints I and II (Docs. #87, #88) will be denied and the motion for summary judgment (Doc. #120) will be granted.

E. Rosa S. Estrada:

Defendant Estrada is a Deputy Sheriff with the Lee County Sheriff's Office, Florida. Plaintiffs allege that Rosa Estrada had notice that plaintiffs' primary residence at 2654 Saint Charles St. Fort Myers, Florida, had a homestead exemption; and that plaintiffs sold the property at 2730 Lime Street and 1209 Desoto Avenue. Plaintiffs allege that Estrada levied upon the properties without checking their legal status. A review of plaintiffs' exhibits indicates that defendant Estrada imposed the levy pursuant to a court-ordered Writ of Execution, and conducted a Sheriff's Sale on the properties pursuant to her employment with the Sheriff's Office. (Doc. #2, Exhibit). Plaintiffs seek damages in excess of $200,000 and the return of the properties sold. (Doc. #85, ¶ ¶ 45-48).

Plaintiffs fail to state a claim against this defendant. In Cofield, plaintiff automobile owners sued the Sheriff and Sheriff's deputies for the alleged wrongful repossession of their vehicle. In that case, the Court found that the Sheriff and Sheriff's deputies were entitled to qualified immunity even if the repossession constituted a Fourth Amendment seizure. Cofield v. Randolph County Comm'n, 90 F.3d 468, 471 n. 5, 472 (11th Cir. 1996). In addiion, defendant Estrada is entitled to absolute quasi-judicial immunity in cases when "executing a facially valid court order." Roland v. Phillips, 19 F.3d 552, 555 (11th Cir. 1994) (collection of cases). Therefore, the Court finds that Estrada's motion to dismiss (Doc. #95) should be granted with prejudice.

F. Larry Campbell:

Defendant Larry Campbell is the Sheriff for Leon County, Florida. Plaintiffs allege that Larry Campbell owes plaintiffs damages in excess of $240,000 and the return of a certain parcel of land that plaintiffs, as head of the family, signed over to their son on September 8, 2000. Plaintiffs allege that Campbell has taken the property from plaintiffs. (Doc. #85, ¶ 49). This allegation appears to be based on a Sheriff's Sale. (Doc. #2, Exhibit).

For the reasons provided above as to defendant Estrada, defendant Campbell is entitled to either qualified immunity or absolute quasi-judicial immunity for his actions in executing a Writ of Execution via a Sheriff's Sale. Therefore, defendant Campbell's motion to dismiss (Doc. #101) will be granted, and the case dismissed with prejudice.

G. Christine Purvis:

Defendant Christine Purvis is an employee of the Florida Department of Insurance. Plaintiffs allege, upon making an inquiry to the Florida Department of Insurance, that Christine Purvis informed plaintiffs of the following: (1) that the homestead exemption did not prevent levy on their property; (2) that plaintiffs did not own the property at 2654 Saint Charles Street, Fort Myers, Florida anymore; and (3) that the insurance company did not have to honor the contract with plaintiffs. Plaintiffs allege this information was wrong, and seek $50,000 in damages. (Doc. #85, ¶ 50).

The Court finds that plaintiffs fail to state a claim against defendant Purvis. Prior state litigation has apparently established that the information was not wrong. In any event, the factual support provided fails to meet even the liberal federal pleading standard. See Fed. R. Civ. P. 8(a). Additionally, "(p)laintiff is not entitled to secure jurisdiction in federal court by joining separate defendants whose aggregate indebtedness to him exceeds the jurisdictional amount, absent a showing that the claims arose out of the same transaction and occurrence." Response Oncology, Inc. v. The Metrahealth Ins. Co., 978 F. Supp. 1052, 1059 (S.D. Fla. 1997) (citing Walter v. Northeastern R. Co., 147 U. S. 370, 373-74 (1893)). When defendant Purvis is examined separately, plaintiffs fail to meet the jurisdictional amount of $75,000, if brought on the basis of diversity. Also, there appears to be no independent federal question jurisdiction alleged as to defendant Purvis. Therefore, defendant Purvis' motion to dismiss (Doc. #104) will be granted.

H. Humphrey and Whidden Insurance Agency, Inc.

Plaintiffs allege in Second Amended Complaint I and II that Humphrey and Whidden Insurance Agency improperly verified a homeowners insurance policy purchased and issued to plaintiffs for 2654 Saint Charles Street for August 2, 1999 to August 2, 2000. Plaintiffs allege that their primary residence at that address was destroyed by fire in April 2000, while the homeowners policy was in effect and the premiums paid. Plaintiffs do not allege specific damages as to this defendant (Doc. #85, ¶ 51; Doc. #86, ¶¶ 1-3).

"To establish a breach of contract, a party must show the existence of a contract, a breach thereof, and damages." AIB Mortgage Co. v. Sweeney, 687 So. 2d 68, 69 (3d DCA 1997). Even if all allegations are taken as true and all reasonable inferences are made in favor of plaintiffs, the Court finds that plaintiffs fail to state a claim. Humphrey and Whidden Insurance Agency's sole task was the provision of a Property Loss Notice and determination that the fire at 2654 Saint Charles Street was due to arson. (Doc. #149, Exhibit 2). Although plaintiffs allege the existence of a contract, the contract was with Universal Property and Casualty Insurance Company. Additionally, plaintiffs have failed to allege a breach or resulting damages. Accordingly, the Court finds that defendant Humphrey and Whidden Insurance Agency should be dismissed.

I. Universal Property and Casualty Insurance Co:

Plaintiffs allege, in Second Amended Complaint I and II, that Universal Property and Casualty Insurance breached a "homestead exempt primary resident policy." Plaintiffs allege that a homestead exemption was filed for the residence at 2654 Saint Charles Street, which plaintiffs assert prevents the imposition of a levy. Plaintiffs allege that Universal Property and Casualty Insurance has refused to honor the plaintiffs' insurance contract based on the Sheriff's sale of the property at 2654 Saint Charles Street. Plaintiffs allege damages in excess of $300,000 for a breach of the contract (Doc. #85, ¶ 52; Doc.

#86, ¶¶ 4-5). Plaintiffs also argue that service of process was properly made on the Insurance Commissioner in compliance with Fla. Stat. § 624.422.

Plaintiffs had a valid insurance policy with defendant for the period of August 2, 1999 to October 2, 2000. When it appeared that Kenneth Epstein was the actual owner of the property located at 2654 Saint Charles Street pursuant to a Sheriff's Sale, (Doc. #120, Exhibits), Universal Property and Casualty Insurance Co. simply terminated the insurance policy as null and void. The county court entered a Default Judgment for Tenant Eviction against the parties in possession of the property, specifically plaintiffs' son, at 2654 Saint Charles Street on April 4, 2000. (Doc. #2, Exhibit O).

Considering all supporting documents and exhibits, the Court finds that there are no materially disputed facts and defendant is entitled to judgment as a matter of law. Therefore, Universal Property and Casualty Insurance Co.'s motions to dismiss (Docs. #135, #143) will be denied as moot and the motion for summary judgment (Doc. #149) will be granted.

J. Fleetwood Title Corporation:

Plaintiffs allege that Fleetwood Title Corporation breached a "Title Search and Protection Insurance Contract" by allowing the taking away of plaintiff's property at 1209 DeSoto Avenue, Lehigh Acres, Florida. Plaintiffs allege damages in excess of $75,000 (Doc. #85, ¶ 53). It would appear the Fleetwood Title Corporation acted as the Settlement Agent for a transaction for the sale of 1209 DeSoto Avenue. (Doc. #105, Exhibit).

Upon review of defendant Fleetwood Title Corporation's motion and making all inferences in favor of plaintiffs, the Court finds that plaintiffs cannot state a claim against this defendant. Although plaintiffs allege a breach of a contract, the basis of such a breach is not apparent, there are no factual allegations set forth in distinct paragraphs pursuant to Fed. R. Civ. P. 10, and the Court finds that plaintiffs could prove no set of facts upon which to claim relief. Therefore, this defendant's motion to dismiss (Doc. #96) will be granted.

III. Conclusions

The Court has provided plaintiffs numerous opportunities to state a claim and assert jurisdiction in light of their pro se status, but "even in the case of pro se litigants this leniency does not give a court license to serve as de facto counsel for a party, ( ) or to rewrite an otherwise deficient pleading in order to sustain an action." GJR Invs., inc. v. County of Escambia, Fla., 132 F.3d 1359, 1369 (11th Cir. 1998). The Eleventh Circuit Court of Appeals has consistently criticized "shotgun" pleadings such as the ones presented here. See Magluta v. Samples, 256 F.3d 1282, 1284 (11th Cir. 2001) (collection of cases). In addition, a federal court does not have jurisdiction to generally oversee the state court proceedings insofar as plaintiffs assert allegations relating to the sale of their property. If plaintiffs feel the orders of the state courts were incorrect, their remedy is to appeal the decisions through the state courts.

Accordingly, it is now

ORDERED:

(1) Defendant, Harry G. Adams' Motion to Dismiss Second Amended Complaint (Doc. #87) is **DENIED.**

(2) Defendant, Harry G. Adams' Motion to Dismiss Second Amended
Complaint Breach of Primary Insurance Home Ownership Policy Lawsuit Notice (Doc. #88) is **DENIED.**

(3) Defendant Richard M. Capalbo, Esquire's Motion to Dismiss Second Amended Complaints (Doc. #89) is **GRANTED.**

(4) Defendant Kenneth D. Epstein's Motion to Dismiss Second Amended Complaints (Doc. #91) is **GRANTED.**

(5) Defendant Hon. Linda R. Pratt's Motion to Dismiss Second Amended Complaint (Doc. #93) is **DENIED.**

(6) Defendant Estrada's Motion to Dismiss Second Amended Complaint (Doc. #95) is **GRANTED.**

(7) Defendant Fleetwood Title Corporation's Motion to Dismiss Second Amended Complaint (Doc. #96) is **GRANTED.**

(8) Defendant Hon. Linda R. Pratt's Motion to Dismiss Second Amended Complaint (Doc. #97) is **GRANTED.**

(9) Defendant Sheriff Larry Campbell's Motion to Dismiss (Doc. #101) is **GRANTED.**

(10) Defendant Christine Purvis' Motion to Dismiss Second Amended Complaint (Doc. #104) is **GRANTED.**

(11) Defendant, Harry G. Adams' Cross-Motion for Summary Judgment (Doc. #120) is **GRANTED.**

(12) Defendant's, Universal Property & Casualty, Motion to Dismiss Second Amended Complaint or Quash for Insufficiency of Service of Process (Doc. #135) is **DENIED as moot.**

(13) Defendant Universal Property & Casualty Insurance Company's Motion to Dismiss Second Amended Complaint and Motion to Dismiss "Second Amended Complaint of Primary Insurance Home Ownership Policy Lawsuit Notice" (Doc. #143) is **DENIED as moot.**

(14) Defendant Universal Property & Casualty Insurance Company's Counter Motion for Summary Judgment (Doc. #149) is **GRANTED.**

(15) Plaintiffs' Motion to Strike Out Defendant Universal Property and Casualty Insurance Company's Memorandum in Opposition to Plaintiffs' Motion for Summary Judgment (Doc. #154) is **DENIED.**

(16) Plaintiffs' Motion with Legal Cause 'Not' to Dismiss Second Amended Complaint (Doc. #155) is **DENIED.**

(17) Plaintiffs' Motion with Legal Cause 'Not' to Dismiss Second Amended Complaint (Doc. #156) is **DENIED.**

(18) Plaintiffs' Motion with Legal Cause 'Not' to Dismiss Second
Amended Complaint (Doc. #157) is **DENIED.**

(19) Plaintiffs' Motion with Legal Cause 'Not' to Dismiss Second Amended Complaint (Doc. #158) is **DENIED.**

(20) Plaintiffs' Motion with Legal Cause 'Not' to Dismiss Second Amended Complaint (Doc. #159) is **DENIED.**

(21) Plaintiffs' Motion with Legal Cause 'Not' to Dismiss Second
Amended Complaint and to Deny Counter Motion for Summary Judgment (Doc. #160) is **DENIED.**

(22) Plaintiffs' Motion with Legal Cause 'Not' to Dismiss Second Amended Complaint (Doc. #162) is **DENIED.**

(23) Plaintiffs' Motion with Legal Cause 'Not' to Dismiss Second Amended Complaint (Doc. #163) is **DENIED.**

(24) Plaintiffs' Motion with Legal Cause 'Not' to Dismiss Second Amended Complaint (Doc. #167) is **DENIED.**

(25) Plaintiffs' Motion for Leave to File Motion to Strike Defendant, Universal Property and Casualty Insurance Company's Response to Plaintiffs' Motion with Legal Cause 'Not' to Dismiss Second Amended Complaint and to Deny Countermotion for Summary Judgment (Doc. #168) is **DENIED.**

(26) Plaintiffs' Motion for a Judgment Pursuant to Federal Rule of Civil Procedure Rule 55(b) Against the Co-Defendant Linda R. Pratt, County Court Judge (Doc. #169) is **DENIED.**

(27) Plaintiffs' Motion to the Clerk of Court for Entry of Default Pursuant to Federal Rule of Civil Procedure Rule 55(a) (Doc. #170) is **DENIED.**

(28) Plaintiffs' Motion to the Clerk of Court for Entry of Default Pursuant to the Federal Rule of Civil Procedure Rule 55(a) (Doc. #173) is **DENIED.**

(29) Plaintiffs' Motion for Judgment Pursuant to Federal Rule of Civil Procedure Rule 55(b) against the Co-Defendant Tom Gallagher Insurance Commissioner and Treasurer the Process Insurer Agent for Co-Defendant Universal Property and Casualty Insurance Company with Mr. Arnie Williams Claim Examiner (Doc. #174) is **DENIED.**

(30) Treasurer Tom Gallagher's Motion to Strike (Doc. #175) is **DENIED.**

(31) On June 18, 2001, the Court entered an Order (Doc. #79) staying discovery until such time as plaintiffs filed an adequate Second Amended Complaint. The stay is hereby lifted and Plaintiffs' Motion for Discovery (Doc. #64) is **DENIED.**

(32) The Clerk of the Court is directed to enter Judgment pursuant to Fed. R. Civ. P. 58, **DISMISSING** the case with prejudice as to defendants Kenneth Epstein, Larry Campbell, Linda R. Pratt, Rosa Estrada, Richard Capalbo, and the State of Florida Insurance Commissioner and Treasurer; granting summary judgment in favor of Harry G. Adams, and the City of Fort Myers Community Redevelopment Agency; and **DISMISSING** the case without prejudice as to the remaining defendants. The Clerk of the Court shall terminate any

pending motions and previously scheduled deadlines, and close the case.

DONE AND ORDERED at Fort Myers, Florida, this _____ day of March, 2002.

/s/_____
JOHN E. STEELE
UNITED STATES DISTRICT JUDGE

Copies:
Hon. Douglas N. Frazier
Counsel of record
Pro se parties

Footnotes:

(1) In referring to the "Homestead Exemption," the plaintiffs are apparently referring to the Florida statute that allows a debtor to exempt the value of his home from creditors in a federal bankruptcy proceeding under state law. See Fla. Stat. Ann. § 222.01, et seq. (West 2002).

(2) On June 18, 2001, the Court previously directed plaintiffs to review the Federal Rules of Civil Procedure and the Local Rules for the Middle District of Florida.

APPENDIX C

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION
FILED APRIL 9, 2002, 11:07AM
CLERK of DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

MAMIE L. EDWARDS, a/k/a
MAMIE LOU KING, and
LEROY KING

Plaintiffs,

vs. Case No. 2:01-cv-133-FTM-29DNF

RICHARD M. CAPALBO, KENNETH EPSTEIN, HARRY G. ADAMS, COMMUNITY REDEVELOPMENT AGENCY, CITY OF FORT MYERS, UNIVERSAL PROPERTY and CASUALTY INSURANCE COMPANY, CHRISTINE PURVIS, INSURANCE SPECIALIST, FLEETWOOD TITLE CORPORATION, LINDA R. PRATT, LARRY CAMPBELL, ROSA S. ESTRADA, and HUMPHREY AND WHIDDEN INSURANCE AGENCY, INC.,

and

THE STATE OF FLORIDA INSURANCE COMMISSIONER AND TREASURER,
Defendants.

ORDER

This matter comes before the Court on plaintiffs' Motion for Relief Motion for Rehearing (Doc. #178)' and defendant Universal Property and Casualty Insurance Company's Motion to Alter or Amend Judgment (Doc. #180), both filed April 1, 2002. It would appear that plaintiffs' Motion is based on Fed. R. Civ. P. 60(b).[2] It would appear that plaintiff is specifically alleging fraud or misrepresentation, or some other reason justifying relief. See Fed. R. Civ. P. 60(b) (3), (6).

I. Motion for Rehearing:

Reconsideration of a Court's previous order is an extraordinary remedy and, thus, is a power which should be used sparingly. Taylor Woodrow Constr. Corp. v. Sarasota/Manatee Airport Auth., 814 F. Supp. 1072, 1072-73 (M.D. Fla. 1993). The Eleventh Circuit has described a motion for reconsideration as falling within the ambit of either Rule 59 (e) (motion to alter or amend a judgment) or Rule 60 (b) (motion for relief from judgment). Region 8 Forest Serv. Timber Purchases Council v. Alcock, 993 F. 2d 800, 806 (11th Cir. 1993). In either situation, relief granted from such motion is within "the sound discretion of the district judge and will not be overturned on appeal absent an abuse of discretion." Id.

"A district court's denial of reconsideration is especially soundly exercised when the party has failed to articulate any reason for the failure to raise an issue at an earlier stage in the litigation." Lussier v. Dugger, 904 F.2d 661, 667 (11th Cir. 1990). "A motion for reconsideration should raise new issues, not merely readdress issues litigated previously." Painewebber Income Properties Three Ltd. Partnership v. Mobil Oil Corp., 902 F. Supp. 1514, 1521 (M.D. Fla. 19995). The motion must set forth facts or law of a strongly convincing nature to demonstrate to the Court the reason to reverse its prior decision. Taylor Woodrow, 814 F. Supp. at 1521. "When issues have been carefully considered and decisions rendered, the only reason which should commend reconsideration of that

decision is a change in the factual or legal underpinning upon which the decision was based. Taylor Woodrow, 814 F. Supp. at 1072-73.

Plaintiffs set forth an argument as to individual defendants as follows:

a. That plaintiffs sough a correction from the State of Florida courts

regarding their homestead exemption to no avail;

b. That the Circuit Court Judge and Judicial Assistant committed

perjury;

c. That plaintiffs are not located in Florida and have so previously

indicated;

d. That Harry G. Adams and the Community Redevelopment Agency

fraudulently claim that plaintiffs signed their rights away to the property

located on Lime Street;

e. That Judge Pratt has no jurisdiction over plaintiffs' property and

could therefore not order the levy and failed to respond to the Complaint;

f. That Kenneth Epstein knowingly violated a Florida Statute dealing with

misleading advertising;

g. That Universal Property and Casualty Insurance and Christine Purvis,

Insurance Specialist, failed to timely respond to the Complaint;

h. That plaintiffs did not receive an opportunity to conduct discovery and

therefore to support an argument against Summary Judgment;

i. That plaintiffs' allegation for damages were not simply fanciful;

j. That Harry G. Adams and the Community Redevelopment Agency

failed to provide just compensation in the condemnation proceedings;

k. That the State of Florida Insurance Commissioner and Treasurer failed

to provide a copy of "admission of service;" and

l. That Fleetwood Title Corporation breached a contractual obligation.

Having reviewed the arguments, the Court finds that plaintiffs fail to allege any new allegations but seek to reargue previously submitted allegations. Plaintiffs have not alleged that the Court's decision should be reconsidered on any of the bases set forth under Fed. R. Civ. P. 60(b). Plaintiffs do not allege fraud with specificity, nor do they allege any of the other reasons under (1) through (5), Fed. R. Civ. P. 60(b). In addition, the Court finds no other reason justifying the extraordinary relief requested. Therefore, the motion will be denied.

II. Motion to Alter or Amend Judgment:

It has been brought to the Court's attention that the Judgment fails to reflect that Universal Property and Casualty Insurance Company's Summary Judgment Motion (Doc. #149) was also granted by the March 19, 2002 Order (Doc. #176). Defendant Universal Property and Casualty Insurance Company seeks to amend the judgment for the same reason. Judgment was entered on March 19, 2002. (Doc. #177). Under Fed. R. Civ. P. 59(e), "(a) ny motion to alter or amend a judgment shall be filed no later than 10 days after entry of judgment." Because the Court, of it own volition, will amend the Judgment to so reflect, the motion will be denied as moot.

Accordingly, it is now

ORDERED:

1. Plaintiffs' Motion for Relief Motion for Rehearing (Doc. #178) is **DENIED.**

2. Defendant Universal Property and Casualty Insurance Company's Motion to Alter or Amend Judgment (Doc. #180) is **DENIED as moot.** The Clerk shall enter an Amended Judgment as follows:

The Clerk of the Court is directed to enter Judgment pursuant to Fed. R.

Civ. P. 58, **DISMISSING** the case with prejudice as to defendants

Kenneth Epstein, Larry Campbell, Linda R. Pratt, Rosa Estrada, Richard

Capalbo, and the State of Florida Insurance Commissioner and Treasurer;

Granting summary judgment in favor of Harry G. Adams, the City of Fort

Myers Community Redevelopment Agency, and Universal Property and

Casualty Insurance Company; and **DISMISSING** the case without

Prejudice as to the remaining defendants.

DONE AND ORDERED at Fort Myers, Florida, this _____day of April, 2002.

/s/_____
JOHN E. STEELE
UNITED STATES DISTRICT JUDGE

Copies:
Law Clerk, Hon. Douglas N. Frazier
Counsel of record
Unrepresented parties
District Courtroom Deputy

Footnotes:

(1) Plaintiffs have also filed a Notice of Appeal (Doc. #179) simultaneously with their motion to the district court.

(2) Fed. R. Civ. P. 60(b) states, in part:

> On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud ( ), misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged...; (6) any other reason justifying relief from the operation of the judgment.

APPENDIX D

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION
FILED OCTOBER 3, 2001, 8:51AM
CLERK OF DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS, FLORIDA

MAMIE L. EDWARDS, a/k/a
MAMIE LOU KING, and
LEROY KING

Plaintiffs,

vs. Case No. 2:01-cv-133-FTM-29DNF

UNIVERSAL PROPERTY and CASUALTY INSURANCE CO., THE STATE OF FLORIDA INSURANCE COMMISSIONER AND TREASURER, RICHARD M. CAPALBO, KENNETH EPSTEIN, LARRY CAMPBELL, ROSA S. ESTRADA, CHRISTINE PURVIS, INSURANCE SPECIALIST, LINDA R. PRATT, FLEETWOOD TITLE CORPORATION, HUMPHREY AND WHIDDEN INSURANCE AGENCY, INC., HARRY G. ADAMS, Executive Director, COMMUNITY REDEVELOPMENT AGENCY, CITY OF FORT MYERS,

Defendants.

ORDER

This matter comes before the Court on the following motions: (1) Defendant Christine Purvis' Motion to Strike (Doc. #82), filed June 22, 2001; (2) Plaintiffs' Motion for Conference (Doc. #94), filed July 25, 2001; (3) Plaintiffs' Motions for Summary Judgment Pursuant to Rule 3.01 (g) (Docs. #100, # 105, #107, #110, #111, #114, #115, #131, #138, #144); (4) Defendant, Universal Property and Casualty Insurance Company's Motion for Enlargement of Time (Doc. #129), filed September 4, 2001; (5) Defendant Universal Property and Casualty Insurance Company's Motion to Strike Plaintiffs' Motion for Summary Judgment (Doc. #132), filed August 31, 2001; (6) Defendant Universal Property and Casualty Insurance Company's Motion to Strike Plaintiffs' Motion for Summary Judgment (Doc. #133), filed September 6, 2001; (7) Defendant, Universal Property and Casualty Insurance Company's Motion for Enlargement of Time (Doc. #134), filed September 6, 2001; (8) Defendant's, Universal Property & Casualty, Motion to Dismiss Second Amended Complaint or Quash for Insufficiency of Service of Process (Doc. #135), filed September 6, 2001; (9) Plaintiffs' Motion for Leave to File Timely and Properly Motion for Summary Judgment Against this Co-Defendant (Doc. #136), filed September 6, 2001; (10) Defendant Rosa Estrada's Motion to Strike and/or Response to Plaintiff's Motion for Summary Judgment (Doc. #140), filed September 17, 2001; (11) Plaintiffs' Motion to Strike the Three Motions of Defendant Dated September 5th, 2001 Filed with this Honorable Court (Doc. #141), filed September 17, 2001; and (12) Plaintiffs' Motion to Clarify Fed. R. Civ. P. Rule 56(e) (Doc. #142), filed September 17, 2001.

A. Defendant Christine Purvis' Motion to Strike (Doc. #82) :

Defendant moves the Court to strike plaintiffs' Memorandum of Law in Opposition to Defendant Christine Purvis Response to Motions for Entry of Default and Judgment (Doc. #76), filed as a reply to defendant Christine Purvis'

Response to Motions for Entry Default and Judgment (Doc. #75)< for violating Local Rule 3.01(b). In light of this Court's decision denying plaintiffs' Motion to the Clerk of Court for Entry of Default Pursuant to Rule 55(a), Fed. R. Civ. P. Against Defendant Christine Purvis, Insurance Specialist (See Doc. #79, p. 19, (29)), the Court will exercise its discretion and allow the reply to remain filed. The Court will **deny** the motion.

B. Plaintiffs' Motion for Conference (Doc. #94):

Plaintiffs seek a pretrial conference, citing Fed. R. Civ. P. 16 and 26, to be conducted in writing, and requests written responses to the Second Amended Complaint.

The Court will schedule a pretrial conference in due course, and will schedule a preliminary pretrial conference if one appears necessary. If plaintiffs are unable to travel to the Middle District of Florida, Fort Myers Division, for a scheduled hearing, the Court will address that matter as the issue arises. As to the demand for written responses to the Second Amended Complaint, defendants will be required to file written responses to the Second Amended Complaint in accordance with the Federal Rules of Civil Procedure if and when responsive pleadings are required. Fed. R. Civ. P. 12. Therefore, this motion will be **denied.**

C. Plaintiffs' Motions for Summary Judgment Pursuant to Rule 3.01(g) (Docs. #100, #105, #107, #110, #111, #114, #115, #131, #138, #144):

Plaintiffs' motions do not establish that there are no material undisputed facts entitling plaintiffs to judgment as a matter of law, under Fed. R. Civ. P. 56, and have been filed prematurely. The Court declines to resolve the summary judgment motions until after resolving whether causes of actions are stated. Therefore, these motions will be **denied.**

The Court notes that defendants have filed motions to dismiss the Second Amended Complaint and plaintiffs have not yet responded. Plaintiffs are advised that a motion to dismiss is a dispositive motion. If the Court, taking all allegations in the

Complaint as true, finds there is no dispositive legal issue which precludes relief, the case may be dismissed.

D. Defendant, Universal Property and Casualty Insurance Company's, Motions for Enlargement of Time (Doc. #129, #134) and Motions to Strike Plaintiffs' Motion for Summary Judgment (Doc. #132, #133):

Defendant Universal Property and Casualty Insurance Company (Universal Property) seeks both an enlargement of time to respond to plaintiffs' motion for summary judgment and to strike said motion as premature.

In light of the Court's aforementioned decision regarding plaintiffs' motions for summary judgment, these motions (Docs. #129, #132, #133, #134), will be **denied as moot.**

E. Defendant's, Universal Property & Casualty, Motion to Dismiss Second Amended Complaint or Quash for Insufficiency of Service of Process (Doc. #135):

Plaintiffs' Motion for Leave to File Timely and Properly Motion for Summary Judgment (Doc. #136) appears to be a motion for enlargement of time to respond to defendant Linda R. Pratt's Motion to Dismiss Second Amended Complaint (Doc. #97). Finding good cause, the Court will **grant** the motion and provide plaintiffs additional time to respond.

The Court has inferred that Plaintiffs' Motion to Strike the Three Motions of Defendant Dated September 5th 2001 Filed with this Honorable Court (Doc. #141) refers to the following motions: Defendant Universal Property's Motion to Strike Plaintiffs' Motion for Summary Judgment (Doc. #133) ; Defendant, Universal Property and Casualty Insurance Company's, Motions for Enlargement of Time (Doc. #129, #134); and Defendant's, Universal Property & Casualty, Motion to Dismiss Second Amended Complaint or Quash for Insufficiency of Service of Process (Doc. #135). As the Court has denied the underlying motions for summary judgment filed by plaintiffs, and found defendant's motions thereby moot, the Court finds that Plaintiffs' Motion to Strike the Three Motions of Defendant Dated September 5th 2001 Filed with this

Honorable Court (Doc. #141) is also therefore due to be **denied as moot**

As to plaintiffs' Motion to Clarify Fed. R. Civ. P. Rule 56(e) (Doc. #142), the Court cannot provide plaintiffs with legal advice or advisory opinions. If the plaintiffs require additional information, plaintiffs are directed to refer to the Local Rules of this Court[1] ("Local Rules") and the Federal Rules of Civil Procedure[2] (Fed. R. Civ. P."). This motion (Doc. #142) will be **denied.**

G. Defendant Rosa Estrada's Motion to Strike and/or Response to Plaintiff's Motion for Summary Judgment (Doc. #140) :

In light of the Court's decision to deny plaintiffs' motions for summary judgment (see paragraph C), this motion is **denied as moot.**

Accordingly, it is now

ORDERED;

1. Defendant Christine Purvis' Motion to Strike (Doc. #82) is **DENIED.**

2. Plaintiffs' Motion for Conference (Doc. #94) is **DENIED.**

3. Plaintiffs' Motions for Summary Judgment Pursuant to Rule 3.01(g) (Docs. #100, #105, #107, #110, #111, #114, #115, #131, #138, #144) are **DENIED.**

4. Defendant, Universal Property and Casualty Insurance Company's Motion for Enlargement of Time (Doc. #129) is **DENIED as moot.**

5. Defendant Universal Property and Casualty Insurance Company's Motion to Strike Plaintiffs' Motion for Summary Judgment (Doc. #132) is **DENIED as moot.**

6. Defendant Universal Property and Casualty Insurance Company's Motion to Strike Plaintiffs' Motion for Summary Judgment (Doc. #133) is **DENIED as moot.**

7. Defendant, Universal Property and Casualty Insurance Company's Motion for Enlargement of Time (Doc. #134) is **DENIED as moot.**

8. Defendant's Universal Property & Casualty, Motion to Dismiss Second Amended Complaint or Quash for Insufficiency of Service of Process (Doc. #130) is **DENIED as moot.**

9. Plaintiffs shall **file a response** to the pending motions to dismiss (Docs. #87, #88, #89, #91, #93, #95, #96, #101, #104, #135, #143) and motions for summary judgment (Docs. #120, #149) within **TEN (10) DAYS** of this Order. Failure to do so may result in dismissal.

10. Plaintiffs' Motion for Leave to File Timely and Properly Motion for Summary Judgment (Doc. #136) is **GRANTED.** Plaintiffs shall respond to defendant Linda R. Pratt's Motion to Dismiss Second Amended Complaint (Doc. #97) within **TWENTY (20) DAYS** of this order.

11. Defendant Rosa Estrada's Motion to Strike and/or Response to Plaintiff's Motion for Summary Judgment (Doc. #140) is **DENIED as moot.**

12. Plaintiffs' Motion to Strike the Three Motions of Defendant Dated September 5th 2001 Filed with this Honorable Court (Doc. #141) is **DENIED as moot.**

13. Plaintiffs' Motion to Clarify Fed. R. Civ. P. Rule 56(e) (Doc. #142) is **DENID.**

DONE AND ORDERED at Fort Myers, Florida, this _____ day of October, 2001.

/s/_____

JOHN E. STEELE
UNITED STATES

DISTRICT JUDGE

Copies:
Hon. Douglas N. Frazier
Counsel of record
Pro se parties
Diane Gosser, Courtrooom Deputy

Footnotes:

(1) A copy of the Local Rules can be obtained by writing to Clerk of this Court and requesting such. Any request for a copy of the Rules must:

(1) include a check or money order for $3.00 payable to "Clerk, U.S. District Court";

(2) include an envelope addressed to Plaintiff, which envelope is at least ten (10) by twelve (12.0) inches and which has $3.55 in postage affixed thereto; and

(3) be mailed to the following address:

Clerk, U. S. District Court
2110 First Street
Fort Myers, FL 33901

The Local Rules are also accessible on the internet at **http://www.flmd.uscourts.gov.**

(2) A copy of the current Federal Rules of Civil Procedure can be obtained at law libraries, book stores, and from other sources.

FILE COPY

Date Printed: 10/03/2001

Notice sent to:

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Bainbridge, GA 31717

Leroy King
936 Saint Luke St.
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APPENDIX E

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

FILED MAY 14, 2002 3:10PM
CLERK of DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS, FLORIDA

MAMIE L. EDWARDS, a/k/a
MAMIE LOU KING, and
LEROY KING

Plaintiffs,

vs. Case No. 2:01-cv-133-FTM-29DNF

RICHARD M. CAPALBO, KENNETH EPSTEIN, HARRY G. ADAMS, COMMUNITY REDEVELOPMENT AGENCY, CITY OF FORT MYERS, UNIVERSAL PROPERTY and CASUALTY INSURANCE COMPANY, CHRISTINE PURVIS, INSURANCE SPECIALIST, FLEETWOOD TITLE CORPORATION, LINDA R. PRATT, LARRY CAMPBELL, ROSA S. ESTRADA, and HUMPHREY AND WHIDDEN INSURANCE AGENCY, INC.,

and

THE STATE OF FLORIDA INSURANCE COMMISSIONER AND TREASURER,

Defendants.

ORDER

This matter comes before the Court on plaintiffs' Motion for Relief From Final Judgment or Order Pursuant to Federal Rules of Civil Procedure Rule 60<a>-<b> and 1946 Amendment (Doc. #191)[1] It would appear that plaintiff is specifically alleging fraud or misrepresentation, or some other reason justifying relief. See Fed. R. Civ. P. 60(b) (3), (6).

Reconsideration of a Court's previous order is an extraordinary remedy and, thus, is a power chich should be used sparingly. Taylor Woodrow Constr. Corp. v. Sarasota/Manatee Airport Auth., 814 F. Supp. 1072, 1072-73 (M.D. Fla. 1993). The Eleventh Circuit has described a motion for reconsideration as falling within the ambit of either Rule 59(e) (motion to alter or amend a judgment) or Rule 60 (b) (motion for relief from judgment). Region 8 Forest Serv. Timber Purchases Council v. Alcock, 993 F.2d 800, 806 (11th Cir. 1993). In either situation, relief granted from such motion is within "the sound discretion of the district judge and will not be overturned on appeal absent an abuse of discretion." Id.

"A district court's denial of reconsideration is especially soundly exercised when the party has failed to articulate any reason for the failure to raise an issue at an earlier stage in the litigation." Lussier v. Dugger, 904 F.2d 661, 667 (11th Cir. 1990). "A motion for reconsideration should raise new issues, not merely readdress issues litigated previously." Painewebber Income Properties Three Ltd. Partnership v. Mobil Oil Corp., 902 F. Supp. 1514, 1521 (M.D. Fla. 1995). The motion must set forth facts or law o a strongly convincing nature to demonstrate to the Court the reason to reverse its prior decision. Taylor Woodrow, 814 F. Supp. at 1072; Painewebber, 902 F. Supp. at 1521. "When issues have been carefully considered and decisions rendered, the only reason which should commend reconsideration of that decision is a change in the factual or legal underpinning upon which the decision was based. Taylor Woodrow, 814 F. Supp. at 1072-73.

Having reviewed the arguments, the Court finds that plaintiffs fail to allege any new allegation but seek to reargue previously submitted allegations. See also Docs. #178, #182. Plaintiffs have not alleged that the Court's decision should be reconsidered on any o the bases set forth under Fed. R. Civ. P. 60(b). In addition, the Court has previously found no reason to reconsider or otherwise provide relief from Judgment, based on plaintiffs' Motion for Relief Motion for Rehearing (Doc. #178). Therefore, the motion will be denied.

Accordingly, it is now

ORDERED:

Plaintiffs' Motion for Relief From Final Judgment or Order Pursuant to Federal Rules of Civil Procedure Rule 60<a>-<b> and 1946 amendment (Doc. #191) is **DENIED.**

DONE AND ORDERED at Fort Myers, Florida, this _____ day of May, 2002.

/s/_____
JOHN E. STEELE
UNITED STATES DISTRICT JUDGE

I CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL. SHERYL L. LOESCH, CLERK, UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA.

/s/_____
DEPUTY CLERK

Footnotes:

(1) The Court notes that plaintiffs have at least two appeals pending with the Eleventh Circuit Court of Appeals at this time. The Eleventh Circuit has stated that a party may file a Rule 60(b) motion even when an appeal is pending. Transit Cas. Co. v. Security Trust Co., 441 F.2d 788, (5th Cir. 1971), cert. Denied, 404 U. S. 883.

APPENDIX F

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

FILED: APRIL 9, 2002, 4:38PM
CLERK of DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FT MYERS DIVISION

MAMIE L. EDWARDS, a/k/a MAMIE LOU KING, and LEROY KING,

Plaintiffs,

-vs- **Case No. 2:01-cv-133-FtM-29DNF**

RICHARD M. CAPALBO, KENNETH EPSTEIN, HARRY G. ADAMS, COMMUNITY REDEVELOPMENT AGENCY, CITY OF FORT MYERS, UNIVERSAL PROPERTY and CASUALTY INSURANCE COMPANY, CHRISTINE PURVIS, INSURANCE SPECIALIST, FLEETWOOD TITLE CORPORATION, LINDA R. PRATT, LARRY CAMPBELL, ROSA S. ESTRADA, and HUMPHREY AND WHIDDEN INSURANCE AGENCY, INC.,

Defendants,

AMENDED JUDGMENT IN A CIVIL CASE

IT IS ORDERED AND ADJUDGED that judgment is entered pursuant to Fed.R.CIV. P.58, dismissing the case with prejudice as to defendants Kenneth Epstein, Larry Campbell, Linda R. Pratt, Rosa Estrada, Richard Capalbo, and the State of Florida Insurance Commissioner and Treasurer; granting summary judgment in favor of Harry G. Adams, the City of Fort Myers Community Redevelopment Agency, and Universal Property and Casualty Insurance Company; and dismissing the case without prejudice as to the remaining defendants.

Date: April 9, 2002 SHERYL L. LOESCH, CLERK

By:_____
Alvin Alayon, Deputy Clerk

I CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL. SHERYL L. LOESCH, CLERK, UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA

By: /s/_____
DEPUTY CLERK

C: All parties and counsel of record

APPENDIX G

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS DIVISION

FILED: October 24, 2001, 9:11AM
CLERK of DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS DIVISION

MAMIE L. EDWARDS, et al.,

Plaintiffs,

-vs- **Case No. 2:01-cv-133-FtM-29DNF**

LYNN GERALD, JR., et al.,

Defendants.

ORDER

This cause came on for consideration without oral argument on the following motion filed herein:

MOTION: **DEFENDANT ESTRADA'S MOTION TO QUASH SERVICE (Doc. No. 103)**

FILED: **August 9, 2001**

THEREON it is **ORDERED** that the motion is **DENIED.**

The Defendant Rosa Estrada requests that the Court quash service of process of the complaint in this action. The Defendant claims that the complaint was served on Ms. Estrada's counsel and not Ms. Estrada. However, the Court reviewed the file and found that a Return of Service (Doc. 28) was filed on April 19, 2001, in which service of process was made on Rosa S. Estrada on April 5, 2001 at 1:30 p.m. at 14750 Six Mile Cypress, Fort Myers, Florida 33912. It appears from this Return of Service that Ms. Estrada was indeed served with the Complaint and Summons in compliance with Fed.R.Civ.P. 4. Therefore, the Court finds that the Motion to Quash Service (Doc. 103) is due to be denied.

DONE and **ORDERED** in Chambers in Ft. Myers, Florida this _____ day of October, 2001.

/s/_____
DOUGLAS N. FRAZIER
UNITED STATES MAGISTRATE JUDGE

Copies furnished to:

Counsel of Record
Unrepresented Parties

APPENDIX H

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 02-11952-GG

FILED U.S. COURT OF APPEALS
ELEVENTH CIRCUIT
MARCH 07, 2003
THOMAS K. KAHN, CLERK

MAMIE L. EDWARDS,
A/k/a/ Mamie Lou King,
LEROY KING,

Plaintiff-Appellants,

versus

LYNN GERALD, JR., et al.

Defendant-Appellees.

On Appeal from the United States District Court for the
Middle District of Florida

ON PETITION (S) FOR REHEARING AND PETITION (S) FOR REHEARING EN BANC (Opinion _____, 11th Cir., 19__, ____F.2d____).

Before: TJOFLAT, BARKETT and HULL, Circuit Judges.

PER CURIAM:

The Petition(s) for Rehearing are DENIED and no Judge in regular active service on the Court having requested that the Court be polled on rehearing en banc (Rule 35, Federal Rules of Appellate Procedure), the Petition(s) for Rehearing En Banc are DENIED.

ENTERED FOR THE COURT:

/s/ _____
UNITED STATES CIRCUIT JUDGE

ORD-42
(12/01)

No:_____

In the Supreme Court of the United States

MAMIE L. EDWARDS, a/k/a
MAMIE LOU KING – and –
LEROY KING

PETITIONERS,

versus

LYNN GERALD, JR., et al.

RESPONDENTS.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI
APPENDICES # 2

MAMIE LOU EDWARDS KING – and – LEROY KING
936 SAINT LUKE STREET
BAINBRIDGE, GEORGIA 39819
TELEPHONE NUMBER: 229-248-4263

APPENDIX I

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 02-11952-GG

FILED U.S. COURT OF APPEALS
ELEVENTH CIRCUIT
MARCH 07, 2003
THOMAS K. KAHN, CLERK

MAMIE L. EDWARDS,
a/k/a Mamie Lou King,
LEROY KING,

Plaintiff-Appellants,

versus

LYNN GERALD, JR., et al.

Defendant-Appellees.

On Appeal from the United States District Court for the
Middle District of Florida

BEFORE: TJOFLAT, BARKETT and HULL, Circuit Judges.

PER CURIAM:

The petition(s) for rehearing filed by Appellants is DENIED.

ENTERED FOR THE COURT:

/s/_____
UNITED STATES CIRCUIT JUDGE ORD-41

APPENDIX J

EXHIBIT "9"
Mon May 01, 2000, 12:05 PM

Lee County Property Appraiser
Property Information Record

Owner: EPSTEIN KEN Site: 2654 ST CHARLES ST #58
C/O RICHARD M. CAPALBO
Fort Myers, FL 33916
633 SE THIRD AVE #201
FORT LAUDERDALE, FL 33301

Other: Legal: EVANS ADD.NO.2
BLK 26 PB 2 PG 1A
LOT 17

Sales Information

Sale Date	OR Book/Page	Sale Price	Vac/Imp Transfer Code
02/23/2000	3229/2603	500	Improved 03 – Interest Sales
03/25/1999	3096/1403	100	Improved 01 – Invalid Sale (Disqual)
06/01/1984	1732/3639	1,300	Improved 01 – Invalid Sale (Disqual)
01/01/1982	1718/ 566		Improved 01 – Invalid Sale (Disqual)

Exemption Information

Type	Description	Year	Renew	Amount	Partial
HEX1	Homestead Exemption MAMIE LOU EDWARDS	1985	Yes	25,000	No

Taxing District Information

District: 090 - CITY OF FORT MYERS

District	Units	Rate	Tax Amount
142 – CITY OF FORT MYERS	1	1.00	0.00

Solid Waste Information

Solid Waste District: 009 - CITY OF FT. MYERS
Solid Waste Bill Type: R – Residential Category
Solid Waste Unit Area: 1 Tax Amount: 29.95

Codes and Other Information

DOR Code: 01 – SINGLE FAMILY RESIDENTIAL
Year Improved: 1995
First Year Bldg on Roll: 1995 Roll Page/Line: 4644/500
Year Created: 1900 Last Maintenance: Sat Apr 22, 2000
Land Units: 50 FF (50 Front X 150 Deep)

Valuation

	Current	Prior		Current	Prior
Just Value	69,810	48,000	Exemptions	25,000	25,000
Agr Exempt			Taxable	23,770	23,000
Assessed	69,810	48,000	Building	67,420	45,610
SOH Assd	48,770	48,000	Land	2,390	2,390
E & I			New Const.		

APPENDIX - K

COVER SHEET

FOR

UNIVERSAL PROPERTY & CASUALTY
INSURANCE COMPANY

HOMEOWNERS POLICY

NAME OF INSURED: LEROY & MAMIE KING
2654 ST CHARLES ST
FORT MYERS FL 33916

POLICY NUMBER: 591-03-6470

ADMINISTRATIVE OFFICE:
P. O. Box 13820
Lexington, KY 40583-3820
Customer Service: 1-800-218-3206
Claim Service: 1-800-669-2053

EXHIBIT - Z

UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY
2875 NE 191st Street, Suite 400A
Miami, [illegible]da 33180

Homeowner Policy Program

Policy Number: 591-03-6470
Policy Period: 08/02/99 TO 08/02/00 12:01A.M. Standard Time AT THE RESIDENCE PREMISES AND FOR SUCCESSIVE POLICY PERIODS AS STATED BELOW.

INSURED: LEROY & MAMIE KING
2654 ST CHARLES ST
FORT MYERS FL 33916

FOR SERVICE
PLEASE CONTACT: 9A19 PHONE # 941-334-3942
HUMPHREY & WHIDDEN
AGENCY, INC
P. O. Box 1586
FT MYERS FL 33902-0000

NEW DECLARATIONS: 08/02/99

The residence premises covered by this policy is located at the above address unless otherwise stated:

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and

forms then in effect. You must pay us prior to the end of the current policy period or else this policy will expire.

Insurance is provided only with respect to the following coverages for which a limit of liability is specified, subject to the conditions of this policy.

SECTION I COVERAGES:	LIMITS OF LIABILITY:
A. Dwelling	$78,000
B. Other Structures	$7,800
C. Personal Property	$39,000
D. Loss of Use	$15,600
SECTION II COVERAGES	
E. Personal Liability, Each Occurrence	$100,000
F. Medical Payments to Others, Each Person	$1,000
POLICY PREMIUMS:	
BASIC POLICY	$484.00
ENDORSEMENT PREMIUMS	$66.00
EMERGENCY TRUST FUND SURCHARGE	$2.00
POLICY FEE	$25.00
TOTAL PREMIUM	$577.00

Section I coverage's are subject to a ALL OTHER PERILS DEDUCTIBLE: 1,000; HURRICANE DEDUCTIBLE: 1,560.00.

Forms and endorsements made part of this policy at time of issue: number(s) and edition date(s). *HO 00 03 (04/91) *UPCIC 3 (01/98) *UPCIC 23 (01/98) *HO 04 96 (04/91) *HO 04 90 (04/91) *UPCIC 24 (01/98)

NOTE: THE PORTION OF YOUR PREMIUM FOR HURRICANE COVERAGE IS: $262.68

DIRECT BILL COUNTERSIGNATURE, IF REQUIRED_____

AGENT DATE

APPENDIX - L

EXHIBIT - RR

Universal Property & Casualty Insurance Company
P. O. Box 13820
Lexington, KY 40583-3820
(606)367-5273
(606)367-5258 FAX

July 26, 2000

LeRoy and Mamie King
936 St. Luke Street
Bainbridge, GA 31717

Dear Mr. & Mrs. King:

Thank you for your correspondence dated July 17, 2000. We are currently reviewing the documentation you submitted concerning the issue of insurable interest for the property located at 2654 St. Charles Street in Ft. Myers, FL. In particular, we are investigating the sheriff's sale and your subsequent eviction from the above property prior to the date of loss.

Once our investigation is complete, we will be in contact with you regarding our decision on your claim.

Should you be in possession of any other documentation to support or substantiate your claim, please forward these items to my attention.

Feel free to contact me with any questions or concerns you may have.

Sincerely,

/s/_____

Arnie Williams
Claims Examiner
1-800-617-4307

APPENDIX - M

CHAPTER 34

COUNTY COURTS

34.01 Jurisdiction of county court.

(1) County courts shall have original jurisdiction in all misdemeanor cases not cognizable by the dircuit courts, of all violations of municipal and county ordinances, and of all actions at law in which the matter in controversy does not exceed the sum of $2,500, exclusive of interest and costs, except those within the exclusive jurisdiction of the circuit courts.

(2) The county courts shall have jurisdiction previously exercised by county judges' courts other than that vested in the c

ircuit court by s. 26.012 and the jurisdiction previously exercised by county courts, the claims court, small claims courts, small claims magistrates courts, magistrates courts, justice of the peace courts, municipal courts, and courts of chartered counties, including but not limited to the counties referred to in ss. 9, 10, 11 and 24 of Art. VIII of the State Constitution, 1885.

(3) Judges of county courts shall be committing magistrates. Judges of county courts shall be coroners unless otherwise provided by law or by rule of the Supreme Court.

APPENDIX - N

EXHIBIT - 87

IN THE COUNTY COURT, IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NUMBER:98-08383(56)COCE
BK: R2432 PG: 02285
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BOOK: 02432 PAGE: 02285
NOV 09 2000 02:12 PM
DAVE LANG , CLERK OF COURTS

KEN EPSTEIN,

Plaintiff,

vs.

LEROY KING and
MAMIE LOU KING,

Defendants.

WRIT OF EXECUTION

THE STATE OF FLORIDA:

To all and singular the Sheriffs of the State:

YOU ARE COMMANDED to levy on the goods and chattels, lands and tenements of LEROY KING and MAMIE LOU KING, in the sum of $5,015.65 with legal interest thereon

from March 22, 1999, and to have this Writ before the Court when satisfied.

WITNESS my hand and the seal of this Court on _____,1999.

ROBERT E. LOCKWOOD
As Clerk of said Court

By_____
As Deputy Clerk

Counsel for Plaintiff:
Richard M. Capalbo, Esquire
633 S. E. Third Avenue #201
Fort Lauderdale, Florida 33301
Telephone: (954)463-6888

APPENDIX - O

NOTICE OF SHERIFF'S SALE

Under and by virtue of a Writ of Execution issued out of and under the seal of the County Court of Lee County, State of Florida, under date of October 29, 1999 wherein KEN EPSTEIN, is the Plaintiff(s) and LEROY KING and MAMIE LOU KING, is the Defendant(s), I have Levied and will on **FEBRUARY 23, 2000,** the same being a legal sales day and at 11:00 a.m. offer for sale at the front door of the Lee County Sheriff's Office, 14750 Six Mile Cypress Pkwy., Fort Myers, Florida 33912, and sell to the highest bdder for cash, all the right, title and interest; subject to any prior liens or encumbrances, the following described property of the Defendant(s)

MAMIE LOU KING a/k/a MAMIE LOU EDWARDS

to satisfy said execution and costs to wit:

Lot 17, Block 26, EVANS SECOND ADDITION, according to the Plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 2, at Page 1-A.

advertise: Jan 21, 28, Feb. 4, 11, 2000

JOHN J. MCDOUGALL
Sheriff of Lee County

By: /s/_____
Rosa S. Estrada
Deputy Sheriff

APPENDIX - P

Sheriff Larry Campbell
Leon County Sheriff's Office
Post Office Box 727
Tallahassee, FL 32302-0727
Office Phone 904-922-3300
Jail Phone 904-922-3500

November 20th, 2000

NOTICE OF SHERIFF'S SALE

Notice is hereby given that on the 9th day of November, A.D. 2000 pursuant to a Writ of Execution issued in the County Court in and for Broward County, Florida, Case No. 98-08383(56) COCE in cause of Ken Epstein, plaintiff, versus Leroy King and Mamie King, defendant, I, Larry Campbell, Sheriff of Leon County, Florida have levied upon the property of the defendant, to wit:

Commence at a point 1050 feet North of the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section Nine, Township One South, Range One East, run the North 140 feet. Then East 622 feet, then South 140 feet, the West 622 feet to point of beginning.
Parcel Number: 3109202420000

On the 5th day of January, A.D. 2001, eleven o'clock in the forenoon or as soon as possible thereafter at 2825 Municipal Way, Tallahassee, Florida, I will offer the said property for sale at public outcry and will sell the same, subject to all prior liens, judgments and encumbrances, if any, to the highest bidder for cash, to satisfy said Execution. No bids will be accepted from Leon County Sheriff's Office employees or their relatives.

/s/_____
LARRY CAMPBELL, SHERIFF
LEON COUNTY, FLORIDA

November 30th, December 7th, 14th, and 21st.

APPENDIX - Q

EXHIBIT

This exhibit is a postcard addressed to: Leroy King, 936 Saint Luke Street, Bainbridge, GA 33916.

On the back of this postcard dated 10-22-01 the following information was typed:
Dear Sir: I am the man that bought property of D. Edwards, in Tallahassee. I no longer want the land just my 8,700.00 back. The sheriffs dept. here says its tied up in court. If there is any way that you could help, please advise or call at nite 850-575-6936. The signature is stamped as: Mr. Frank Marrone, 2100 Autumn Ln., Tallahassee, FL 32305

APPENDIX - R

EXHIBIT

WARRANTY DEED

THIS INSTRUMENT PREPARED BY & return to:
Name: L. S. Coyne, and employee of Fleetwood Title Corporation
Address: 904 Lee Blvd., Suite 106
Lehigh Acres, FL 33936
41745
Parcel I. D. #: 17-44-27-01-00003.0170

THIS WARRANTY DEED Made the 23rd day of May, A.D. 2000 by **MAMIE LOU EDWARDS,** hereinafter called the grantor, to **LYNN RILEY,** whose post office address is, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in **Lee County, State of Florida,** viz:

Lot 17, Block 3, Unit 1, Section 17, Township 44 South, Range 27 East, Lehigh Acres, Florida, according to the map or plat thereof recorded in Deed Book 252, Page 451, Public Records of Lee County, Florida.

SUBJECT TO TAXES FOR THE YEAR 2000 AND SUBSEQUENT YEARS, RESTRICTIONS,

RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

Subject Property is not now nor has it ever been the homestead property of the grantor. Subject property is vacant land.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold the same in fee simple forever.

And the grantor hereby covenants with said grantee that she is lawfully seized of said land in fee simple; that she has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1999.

APPENDIX - S

NOTICE OF SHERIFF'S SALE

Under and by virtue of a Writ of Execution issued out of and under the seal of the County Court of Broward County, State of Florida, under date of October 29, 199, wherein KEN EPSTEIN is the Plaintiff and LEROY KING and MAMIE LOU KING, is the Defendant(s), I have Levied and will on **JULY 6, 2000,** the same being a legal sales day and at 11:00 a.m. offer for sale at the front door of the Lee County Sheriff's Office, 14750 Six Mile Cypress Pkwy., Fort Myers, Florida 33912, and sell to the highest bidder for cash, all the right, title and interest, subject to any prior liens or encumbrances, the following described property of the Defendant(s)

MAMIE LOU KING a/k/a MAMIE LOU EDWARDS

to satisfy said execution and costs to wit:

Lot 17,Block 3, Unit 1, Section 17, Township 44 South, Range 27 East, LEHIGH ACRES, according to the map Or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, Page 20, and Deed Book 252, at Page 451, Public Records of Lee County, Florida.

Advertise: June 1, 8, 15, 22, 2000

JOHN J. MCDOUGALL
Sheriff of Lee County

By: /s/_____
Rosa S. Estrada
Deputy Sheriff

APPENDIX - T

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION**

COMMUNITY REDEVELOPMENT AGENCY, CITY OF FORT MYERS,

Petitioner,

vs. **Case No. 00-2519-CA-LG
Parcel 1**

MAMIE L. EDWARDS, A/K/A MAMIE LOU KING; UNKNOWN SPOUSE OF MAMIE L. EDWARDS, A/K/A MAMIE LOU KING; CHARLES DRAYTON; UNKNOWN SPOUSE OF CHARLES DRAYTON; WILLIAM V. PIERCE; XEROX CORPORATION; RICHARD L. FUTRAL & ASSOCIATION; UNKNOWN SPOUSE OF WILLIAM V. PIERCE; UNKNOWN SPOUSE AND HEIRS OF ESTHER WILLIAMS; UNKNOWN SPOUSE OF CHARLES P. WEAVER; CITY OF FORT MYERS, and BILL FUSSELL, LEE COUNTY TAX COLLECTOR,

Respondents.

NOTICE OF DEPOSIT

Petitioner, COMMUNITY REDEVELOPMENT AGENCY, CITY OF FORT MYERS, by and through its undersigned attorney, hereby certifies that the sum of money specified in the Order of Taking entered in the cause of May 9, 2000, in the total sum of $9,000.00 was deposited into the Registry of this Court on May 16, 2000.

ROETZEL & ANDRESS
A. Legal Professional Association
2320 First Street, Suite 1000
Fort Myers, Florida 33901
(941)337-3850

By: /s/_____
Kenneth A. Jones
Florida Bar No. 0200158

APPENDIX - U

EXHIBIT'S: D.R.P.; D.R.R.; R.S.R.; P.W.P.

Four Postal Service Forms 3811, July 1999 for certified mail service.

Photostatic copies of the front and the back of the above mentioned forms.

APPENDIX - V

EXHIBIT - SANCTION

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

MAMIE L. EDWARDS, a/k/a MAMIE LOU KING, and LEROY KING,

Plaintiffs

v. Case No.: 2:01-CV-133-FTM-29 DNF

LYNN GERALD, JR., CIRCUIT COURT JUDGE, DIANA GOLDEN, CIRCUIT COURT JUDICIAL ASSISTANT, RICHARD M. CAPALBO, ESQUIRE, KENNETH D. EPSTEIN, COMMUNITY REDEVELOPEMENT AGENCY, CITY OF FORT MYERS, UNIVERSAL PROPERTY AND CASUALTY COMPANY, HUMPHREY AND WHIDDEN IINSURANCE AGENCY, INC., AND FLEETWOOD TITLE CORPORATION.

Defendants.

_____/

TREASURER TOM GALLAGHER'S
MOTION TO STRIKE AND SUPPORTING
MEMORANDUM OF LAW

COMES NOW, Florida Department of Insurance and Treasurer Tom Gallagher (Treasure Gallagher and Department

of Insurance will hereafter be referenced collectively as "the Department"), by and through the undersigned counsel, and files this Motion to Strike Plaintiffs' "Motion for Judgment Pursuant to Rule 55(b)..." and "Motion to the Clerk of Court for Entry of Default Pursuant to the Federal Rule of Civil Procedure Rule 55(A)," and states as follows:

1. On November 29, 2001, the Department received the above referenced Plaintiffs' motions.

2. Neither Treasurer Gallagher nor the Florida Department of Insurance are named parties to this action. Although it can be gleamed from Plaintiff's pleadings that Defendant Christine Purvis, who is an employee of the Department, is being sued by Plaintiff's for actions arising out of her official duties, neither Treasurer Gallagher or the Department of Insurance are named parties to this action.

3. Plaintiffs' motions are unintelligible. It is not ascertainable, even after repeated liberal readings, what is the Plaintiffs' cause of action, or what relief the Plaintiffs' are seeking of the Department.

4. On or about July 30, 2001, the Department accepted service of process pursuant to section 624.422, Florida Statutes, on behalf of Defendant Universal Property and Casualty Company in a suit brought by Plaintiffs. Plaintiffs appear to be confused by the Department's acceptance of service pursuant to section 624.422, Florida Statues, on behalf of Defendant Universal Property and Casualty Company.

MEMORANDUM OF LAW

Plaintiffs' appear to be confused by the purpose of section 624.422, Florida Statutes. The purpose of section 624.422, Florida Statutes, is to facilitate service of process on an insurer in the State of Florida through the appointment of the Insurance Commissioner and Treasurer as process agent. Section 524.422, provides:

> (1) Each licensed insurer, whether domestic, foreign, or alien, shall be deemed to have appointed the Insurance Commissioner and Treasurer and her or his successors in office as its attorney to receive service of

all legal process issued against it in any civil action or proceeding in this state; and process so served shall be valid and binding upon the insurer.

(2) Prior to its authorization to transact insurance in this state, each insurer shall file with the department designation of the name and address of the person to whom process against it served upon the Insurance Commissioner and Treasurer is to be forwarded. The insurer may change the designation at any time by a new filing.

(3) Service of process upon the Insurance Commissioner and Treasurer as the insurer's attorney pursuant to such an appointment shall be the sole method of service of process upon an authorized domestic, foreign, or alien insurer in this state.

Section 624.422, Florida Statutes, does not make the Department a party to any action in which it accepts serves on behalf of an insurer. Plaintiffs' utilization of section 624.422, Florida Statutes, to effectuate service of process on Defendant Universal Property and Casualty Company did not make the Department or Mr. Gallagher parties to this action.

Wherefore, the Department moves that pursuant to Local Rule 3.01(b), Plaintiffs' "Motion for Judgment Pursuant to Rule 55(b)..." and "Motion to the Clerk of Court for Entry of Default Pursuant to the Federal Rule of Civil Procedure Rule 55(A)," be stricken.

CERTIFICATE OF SERVICE

I Hereby Certify that a true and correct copy of this motion has been furnished by U.S. Mail to Mamie Lou Edwards King and Leroy King, Plaintiffs, 936 Saint Luke Street, Bainbridge, GA 31717; C. Berk Edwards, Counsel for Community Redevelopment Agency, Geraghty Dohety & Edwards, P. O. Box 1605, Fort Myers, FL 33902; Arnie Williams, Claims Examiner, Universal Property and Casualty/Insurance Co., 300 W. Vine Street, 7th Floor, P. O. Box 13820, Lexington, KY 40583-3820; Hon. Lynn Gerald, Jr.,

and Diana Golden, Lee County Courthouse, 1700 Monroe Street, Ft. Myers, FL 33901, Ms Love, Humphery & Whidden Insurance Agency, Inc., P.O. Box 1586, Fort Myers, FL 33902; Christine Purvis, Insurance Specialist, Florida Department of Insurance, Fort Myers Service Office, 2295 Victoria Avenue, Fort Myers, FL 33901; Patricia Regas, Fleetwood Title Corp., 904 Lee Boulevard, Suite 106 Lehigh Acres, FL 33936; Sheriff Larry Campbell an Rosa S. Estrada, Leon County Sheriff's Office, 2825 Municipal Way, Tallahassee, FL 32304; and Hon. Linda R. Pratt, Broward County Courthouse, 201 S.E. 6th Street, Ft. Lauderdale, Florida 33301, on this 7th day of December, 2001.

Respectfully submitted,

/s/_____

Bob Prentiss, Esquire
Fla. Bar No.: 986747
Miguel Oxamendi, Esquire
Fla. Bar No. 855863
Division of Legal Services
Florida Department of Insurance
612 Larson Building
200 East Gaines Street
Tallahassee, FL 32399-0333
850-413-4131

APPENDIX - W

INSURANCE CODE: ADMINISTRATION AND GENERAL PROVISIONS

624.422 **Service of process; appointment of insurance Commissioner and Treasurer as process agent.**

(1) Each licensed insurer, whether domestic, foreign, or alien, shall be deemed to have appointed the Insurance Commissioner and Treasurer and her or his successors in office as its attorney to receive service of all legal process issued against it in any civil action or proceeding in this state; and process issued against it in any civil action or proceeding in this state; and process so served shall be valid and binding upon the insurer.

(2) Prior to its authorization to transact insurance in this state, each insurer shall file with the department designation of the name and address of the person to whom process against it served upon the Insurance Commissioner and Treasurer is to be forwarded. The insurer may change the designation at any time by a new filing.

(3) Service of process upon the Insurance Commissioner and Treasurer as the insurer's attorney pursuant to such an appointment shall be the sole method of service of process upon an authorized domestic, foreign, or alien insurer in this state.

624.423 **Serving process.**

(1) Service of process upon the Insurance Commissioner and Treasurer as process agent of the insurer (under s. 624.422) shall be made by serving copies in triplicate of the process upon the Insurance Commissioner and Treasurer or upon her or his assistant, deputy, or other person in charge of her or his office. Upon receiving such service, the Insurance Commissioner and Treasurer shall file one copy in her or his office, return one copy with her or his admission of service, and promptly forward one copy of the process by registered or certified mail to the person last designated by the insurer to receive the same, as provided under s. 624.422(2).

(2) Where process is served upon the Insurance Commissioner and Treasurer as an insurer's process agent, the insurer shall not be required to answer or plead except within 20 days after the date upon which the Insurance Commissioner and Treasurer mailed a copy of the process served upon her or him as required by subsection (1).

(3) Process served upon the Insurance Commissioner and Treasurer and copy thereof forwarded as in this section provided shall for all purposes constitute valid and binding service thereof upon the insurer.

APPENDIX - X

Description of the vehicle in question:

1984 TIFFANY, white, red int., low mileage, all American parts. Less than 9,000 miles, exec. Cond., a real collector's car. Travel like a movie star, $18,000. Days 954-791-6446, eves. 954-946-6494.

Advertisement #: FK-10103PE09Bb

APPENDIX - Y

EXHIBIT - LRP

IN THE COUNTY COURT OF THE SEVENTEENTH
CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.; 98-8383 COCE 56

JUDGE: PRATT

KEN EPSTEIN,

Plaintiff,

vs. **FINAL JUDGMENT**

LEROY KING and
MAMIE LOU KING,

Defendant.

_____/

This case was tried before the Court. Upon the evidence presented, the Court finds that plaintiff has failed to prove his case as to counts III through VI, but that he is entitled to recover the balance due on the contract for sale, less damages proven by defendant for breach of an express warranty. Therefore, It is

ORDERED AND ADJUDGED that plaintiff, Ken Epstein, recover from defendants, Leroy King and Mamie Lou King, the sum of $5,015.65, plus costs for which let execution issue. Each party shall bear his own attorney fees.

DONE AND ORDERED this 22nd day of March 1999.

/s/_____
LINDA R. PRATT
COUNTY COURT JUDGE

Copies Furnished:
Parties

APPENDIX - Z

EXHIBIT - C

STOP PAYMENT/ACH REVOCATION REQUEST

Date/Time Received: 01/29/1998 08:48

Checking Account #: 74011338 Bank # 0092

Account Title
And Address _____ Daytime Phone # 000-334-0819
_____ Available Balance _____
_____ Current Balance _____

Low Check # _____ High Check # _____
Date of Check/Payment: 01/28/1998 Check# 1098

Payee/Originating Company Name/Reason
KENNETH D EPSTEIN / NOT SATISFIED

Amount: $6,000.00 Duplicate Issued: ___yes___no

Expiration Days: 185 Duplicate Check# _____
Amount _____

Instructions Received By: _____
Bank Employee Signature

By signing below, you acknowledge that you have read and agree to the provisions of this Stop Payment Order (including the reverse side) and certify that all of the information provided by you is correct and complete. You further agree to indemnify us and hold us harmless from and against any loss, damages, and expenses (including attorneys' fees) we may incur by reason of our refusal to pay any item upon or make any transfer for which you have stopped payment. This indemnification

shall survive release and/or expiration of this Stop Payment Order.

/s/_____ 1-29-98

Signature of Authorized Signer Date

APPENDIX - ZZ

EXHIBIT - M

STATE OF FLORIDA APPLICATION FOR CERTIFICATION OF TITLE AND OR VEHICLE REGRISTATION AND MORTOR VEHICLE SALES AND USE TAX REPORT

APPENDIX - YY

FRAUDULENT PRACTICES

817.38 **Simulated process.**

(1) CIRCULATION PROHIBITED. It is unlawful for any person, firm, or corporation to send or deliver, or cause to be sent or delivered any letter, paper, document, notice of intent to bring suit, or other notice or demand, which simulates a summons, complaint, writ, or other court process, or any letter, paper, or document which simulates the seal of the state or the stationery of any state agency or fictitious state agency with intent to lead te recipient or sendee to believe that the item is genuine, for the purpose of obtaining any money or thing of value, or that a state agency is the sending party. The sending of such simulating document shall be prima facie evidence of such intent, and it shall be no defense to show that the document bears any statement to the contrary, nor shall it be a defense to show that the money or thing of value sought to be obtained was to apply as payment on a valid obligation.

(2) EVIDENCE OF DELIVERY. In prosecutions for violation of this section, the prosecution may show that the simulating document was deposited in the post office for mailing or was delivered to any person with intent to be forwarded, and such showing shall be sufficient proof of the sending or delivery.

(3) VENUE. Any person violating this section may be tried therefore in the county where such simulating document was so deposited, or the county where the same was received.

(4) EXCEPTION. Nothing in this section shall be construed to prohibit the printing, publication or distribution of blank forms of genuine summons and other court process.

(5) PENALTIES. Any person, firm or corporation violating this section shall be guilty ofa misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

817.39 **Simulated forms of court or legal process, or official seal or stationery; publication, sale or circulation unlawful; penalty.**

(1) Any person, firm, or corporation who shall print, for the purpose of sale or distribution and for use in the state, or who shall circulate, publish, or offer for sale any letter, paper, document, notice of intent to bring suit, or other notice or demand, which stimulates a form of court or legal process, or any person who without authority of the state shall print, for the purpose of sale or distribution for use in the state, or who without authority of the state shall circulate, publish, use, or offer for sale any letters, papers, or documents which simulate the seal of the state, or the stationery of a state agency or ficitious state agency is guilty of a misdemeanor of the second degree, punishable as provided by 775.082 or s. 775.083.

(2) It shall be no defense that the paper or other document referred to in subsection (1) shall declare that it is not a court or legal process.

(3) Nothing in this section shall prevent the printing, publication, sale or distribution of genuine legal forms for the use of attorneys or clerks of courts.

817.40 **False, misleading and deceptive advertising and sales; definitions.** When construing ss. 817.40, 817.41, 817.43-817.47, and each and every word, phrase or part thereof, where the context will permit:

(1) The word or term "wholesale" or "wholesale sale" shall extend to and include an "at-cost sale," "below-cost sale," and terms of similar purport, and embraces all sales purporting to be made at or below the seller's net delivered cost price, or below the average wholesale cost of the items sold or to be sold, but which are in fact made for a price in excess of the average wholesale of like items.

(2) The word or term "retail" means the sale or offering for sale of individual items of merchandise to the ultimate consumer.

(3) The term or word "retailer" means one who acquires for the purpose of sale, keeps for sale, offers or exposes for sale, or

sells individual units of merchandise to the ultimate consumer and not for resale.

(4) The term or word "merchandise" includes goods, wares and merchandise, as generally understood, and in addition thereto services and other things of value.

(5) The phrase "misleading advertising" includes any statements made, or disseminated, in oral, written, or printed form or otherwise, to or before the public, or any portion thereof, which are known, or through the exercise of reasonable care or investigation could or might have been ascertained, to be untrue or misleading, and which are or were so made or disseminated with the intent or purpose, either directly or indirectly, of selling or disposing of real or personal property, services of any nature whatever, professional or otherwise, or to induce the public to enter into any obligation relating to such property or services.

(6) The definitions contained in s. 1.01, insofar as the context of this act will permit, shall be applicable hereto.

817.41 **Misleading advertising prohibited.**

(1) It shall be unlawful for any person to make or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement. Such making or dissemination of misleading advertising shall constitute and is hereby declared to be fraudulent and unlawful,designed and intended for obtaining money or property under false pretenses.

(2) It shall be unlawful for any person to advertise, in any way or by any medium whatsoever, any sale as a "wholesale sale," "below cost sale," or terms of similar purport, unless the goods, wares or merchandise offered for sale thereby are offered by the seller at or below his or her delivered net cost price, or below the average wholesale price of such goods, wares, or merchandise. Such advertising of goods, wares, or merchandise for sale shall constitute and is hereby declared to be fraudulent and unlawful, designed and intended for obtaining money or property under false pretenses.

(3) Any retailer using the term or phrase "wholesale sale," "below cost sale," or terms of smilar purport, in connection with the sale of goods, wares, or merchandise at retail, shall, upon demand by a customer, forthwith make available, unless the same shall have theretofore been made available, to the Better Business Bureau, the Merchant's Division o the Chamber of Commerce, or to the state attorney's office for inspection, invoices, or shipping charges or true and correct copies thereof, of any goods, wares, or merchandise so offered for sale, described or represented, indicating the delivery net cost to the seller of the particular goods, wares or merchandise sold or offered for sale, from which the seller's delivered net cost may be determined. The said retailer shall also and at the same time, give all reasonable assistance in determining and ascertaining his or her net cost price of said goods, wares, or merchandise. The said Better Business Bureau, Merchant's Division of the Chamber of Commerce or state attorney, upon determining the said delivered net cost, shall forthwith issue a certificate evidencing such delivered net cost, as determined, and deliver the same to the retailer for delivery or exhibition to the customer. Unless such certificate shall show a delivered net cost equal to or in excess of the advertised price, the retailer shall be presumed to have violated this law.

(4) There shall be a rebuttable presumption that the person named in or obtaining the benefits of any misleading advertisement or any such sale is responsible for such misleading advertisement or unlawful sale.

(5) No retailer shall knowingly and willfully advertise merchandise for sale at a special or wholesale price, in any way or by any medium whatsoever, if he or she does not have sufficient quantities of the advertised merchandise to meet the reasonably foreseeable demand, unless the fact of limited quantity and the approximate number of items is stated in the advertisement, or unless the retailer provides a means by which the consumer may obtain the advertised item at the advertised price within a reasonable time or a value equivalent thereto.

(6) Any person prevailing in a civil action for violation of this section shall be awarded costs, including reasonable attorney's fees, and may be awarded punitive damages in addition to actual damages proven. This provision is in addition to any other remedies prescribed by law.

817.411 **False information; advertising.** No person, firm or corporation shall knowingly publish, disseminate, circulate, or place before the public, or cause directly or indirectly, to be made, published, disseminated, circulated, or placed before the public,, in a newspaper, magazine or other publication, or in the form of a notice, circular, pamphlet, letter or poster, or over any radio or television station, or in any other way, any advertisement, announcement, or statement containing any assertion, representation, or statement that commodities, mortgages, promissory notes, securities, or other things of value offered for sale are covered by insurance guaranties where such insurance is nonexistent or does not in fact insure against the risks covered.

817.412 **Sale of used goods as new; penalty.**

(1) It is unlawful for a seller in a transaction where the purchase price of goods exceeds $100 to misrepresent orally, in writing, or by failure to speak that the goods are new or original when they are used or repossessed or where they have been used for sales demonstration.

(2) A person who violates the provisions of this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

817.415 **Florida Free Gift Advertising Law.**

(1) LEGISLATIVE INTENT.

(A) The Legislature of the State of Florida recognizes that the deceptive misuse of the term "free" and words of similar meaning and intent in advertising by the unscrupulous has resulted in deception of consumers, leading them unknowingly to assume contractual obligations which were initially concealed by the deception.

(b) It is the intent of the Legislature to prevent such deception by requiring disclosure of all contingent conditions, obligations,

or considerations in any form in connection with the advertising of goods or services using the term "free" or words of similar meaning and intent.

© It is not the intent of the Legislature to prohibit the use of gifts in legitimate promotions of trade so long as the advertising of such gifts and promotions make full disclosure of any requirement for purchase or contractual obligations to be assumed in order to qualify for the gift.

(2) SHORT TITLE. This act may be cited as the "Florida Free Gift Advertising Law."

(3) DEFINITIONS. As used in this act:

(a) "Person" includes an individual, partnership, corporation, association, or other entity doing business in the state.

(b) "Free" includes the use of terms such as "awarded," prize, "absolutely without charge," "free of charge," and words or groups of words of similar intent which reasonably lead a person to believe that he or she may receive, or has been selected to receive something of value, entirely or in part without a requirement of compensation in any form from the recipient.

© "Item" mans goods, services, or any tangible or intangible thing of value and the rights therein.

(d) "Advertisement" and "advertising" includes every form of communication which offers for sale, or attempts to induce the creation of obligations in exchange for, any item or rights therein.

(4) RESTRICTIONS ON USE OF WORD "FREE"

Any item or portion of an item unconditionally offered as "free" shall in fact be free, without obligation or requirement of consideration in any form, when accepted in writing within the time limit set forth in the advertisement or within a reasonable time, if no time limit is so set. However, any person so receiving and accepting such offer may be required to pay any necessary transportation or delivery charges directly to the United States Postal Service.

APPENDIX - VV

EXHIBIT - PERPETRATOR

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

MAMIE L. EDWARDS a/k/a
MAMIE LOU KING and
LEROY KING,

Plaintiffs,

vs.

CASE NO:2:01-CV-133-FTM-29DNF

LYNN GERALD, JR.,
CIRCUIT COURT JUDGE,
DIANA GOLDEN, CIRCUIT
COURT JUDICIAL ASSISTANT,
RICHARD M. CAPALBO, ESQ.,
KENNETH D. EPSTEIN,
COMMUNITY REDEVELOPMENT
AGENCY; CITY OF FORT MYERS;
UNIVERSAL PROPERTY AND CASUALTY
INSURANCE COMPANY, HUMPHREY
AND WHIDDEN AGENCY, INC., and
FLEETWOOD TITLE CORPORATION,

Defendants

_____/

DEFENDANT, UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY'S, MOTION FOR ENLARGEMENT OF TIME[1]

Defendant UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY ("UNIVERSAL"), by and through its undersigned counsel hereby appears for the limited purpose of filing this Motion for Enlargement of Time and states as follows:

CASE NO:2:01-CV-133-FTM-29DNF

1. On April 3, 2001 Plaintiffs filed their Amended Complaint against Defendant, UNIVERSAL. The Complaint was never properly served on UNIVERSAL. Accordingly, UNIVERSAL filed their Motion to Dismiss or Quash for Insufficiency of Process.

2. On June 18, 2001, this Court entered an Order dismissing Plaintiffs' Amended Complaint for Insufficiency of Process. The Order required Plaintiffs to properly serve UNIVERSAL with the Second Amended Complaint within thirty days of filing same.

3. On July 16, 2001, Plaintiffs filed their "Second Amended Complaint Breach of Primary Insurance Home Ownership Policy Lawsuit Notice (hereinafter 'Second Amended Complaint.)."

4. Plaintiffs failed to properly serve the Second Amended Complaint within thirty days of filing as required by this Court's Order. (To date, Plaintiffs still have not properly served UNIVERSAL with the Second Amended Complaint.)

5. UNIVERSAL has filed their Motion to Dismiss Second Amended Complaint or Quash for Insufficiency of Process based upon Plaintiffs' failure to properly serve UNIVERSAL.

6. Notwithstanding Plaintiffs' failure to properly effectunate service of process of the Second Amended Complaint upon UNIVERSAL, Plaintiffs filed a Motion for Summary Judgment and Memorandum of Law in Support Thereof.

7. In response to Plaintiffs' Motion for Summary Judgment Defendant UNIVERSAL filed their Motion to Strike same on the grounds that it is premature under Rule 56 (a) as it was filed prior to the expiration of twenty days from commencement of action. (In fact, the action has still never been "commenced" against UNIVERSAL since it has never been properly served.)

8. UNIVERSAL seeks to avoid the time and expenses associated with the preparation of a response to Plaintiffs' Motion for Summary Judgment and Memorandum of Law in Support Thereof until the Court rules on their Motion to Strike.

9. Therefore, in an abundance of caution, Defendant UNIVERSAL files this Motion for Enlargement of Time to request that it be afforded ten days from the date the Order is entered on UNIVERSAL'S Motion to Strike, if it is denied, in which to respond to Plaintiffs' Motion for Summary Judgment and Memorandum of Law in Support Thereof.

WHEREFORE, Defendant UNIVERSAL respectfully requests that this Court enter an Order granting this Motion for Enlargement of Time providing UNIVERSAL ten days from the date the Order is entered on UNIVERSAL'S Motion to Strike, if it is denied, in which to respond to Plaintiffs' Motion for Summary Judgment and Memorandum of Law in Support Thereof.

Further and in support of this Motion, Defendant UNIVERSAL would refer this Honorable Court to the Memorandum of Law incorporated herein.

MEMORANDUM OF LAW

Rule 6(b) of the Federal Rules of Civil Procedure provides, in pertinent part, that:

(when) by these Rules or notice given thereunder or by order of court,

an act is required or allowed to be done at or within a specified time,

the court for cause shown may at any time in its discretion...order a

period enlarged if request therefore is made before the expiration of the

period originally prescribed or as extended by a previous order....

By its express terms, the Rule affords wide discretion to this Court to enlarge the time period established by the Rule or a court order. See Woods v. Allied Concord Financial Corp., 373 F.2d 733 (5th Cir. 1967); Yanofsky v. Wernick, 363 F.Supp. 1005 (S.D. N.Y. 1973); Graham v. Brier, 418 F.Supp. 73 (S.D. Wis. 1976); Moore's Federal Practice, 2d.Ed§608 1984. Rule 6 should be applied liberally "to secure the just, speedy and inexpensive determination of every action." Enlargements of time should be available when a party demonstrates a reasonable basis for such request. See Beaufort Concrete Company v. Atlantic States Construction Company, 352 F.2d 460 (5th Cir. 1965).

WHEREFORE, Defendant UNIVERSAL respectfully requests that this Court enter an Order granting this Motion for Enlargement of Time providing UNIVERSAL ten days from the date the Order is entered on UNIVERSAL'S Motion to Strike, if it is denied, in which to respond to Plaintiffs' Motion for Summary Judgment and Memorandum of Law in Support Thereof.

WE HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via Federal Express on September 5, 2001 to MAMIE L. EDWARDS a/k/a MAMIE LOU KING and LEROY EDWARDS, Plaintiffs pro se, 636 Saint Lute Street, Bainbridge, Georgia 31717.

Respectfully submitted,

BUNNELL,WOULFE, KIRSCHBAUM,
KELLER, McINTYRE & GREGOIRE, P.A.
Attorneys for UNIVERSAL
Post Office Drawer 030340
Fort Lauderdale, Florida 33303
(954)761-8600; Fax (954)525-2134

By: /s/_____
Matthew D. Klein, Fla. Bar No.992701

APPENDIX - OO

Leroy King
936 Saint Luke Street
Bainbridge, GA 39819

May 08, 2003

RE: 02-11952-GG Mamie L. Edwards v. Lynn Gerald, Jr.
DC DKT NO.: 01-00133-CV-FTM-29

CC: Mamie L. Edwards

CC: Leroy King

CC: William R. Waters, Jr.

CC: Conal Doyle

CC: Philip Jay Spengler, II

CC: M. Brian Cheffer

CC: Charles Tyler Cone

CC: Patrick E. Geraghty

CC: Nancy Wood Gregoire

CC: Beverly Leigh Hayes

CC: Gerald W. Pierce

CC: Administrative File

United States Court of Appeals
Eleventh Circuit
56 Forsyth Street, N.W.
Atlanta, Georgia 30303

Thomas K. Kahn
Clerk

In Replying Give Number
Of Case And Names of Parties

May 08, 2003

MEMORANDUM TO COUNSEL OR PARTIES

RE: 02-11952-GG Mamie L. Edwards v. Lynn Gerald, Jr.
DC DKT NO.: 01-00133 CV-FTM-29

The following action has been taken in the referenced case:

The enclosed order has been ENTERED.

Sincerely,

THOMAS K. KAHN, Clerk

Reply To: Elora Jackson/SB
(404)335-6176

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 02-11952-GG

FILED
U.S. COURT OF APPEALS
ELEVENTH CIRCUIT
MAY 08 2003
THOMAS K. KAHN
CLERK

MAMIE L. EDWARDS,
a.k.a. Mamie Lou King,
LEROY KING,

Plaintiffs-Appellants,

versus

LYNN GERALD, JR., Circuit Court Judge,
DIANA Golden, Circuit Court Judicial Assistant,
et al.,

Defendants-Appellees.

On Appeal from the United States District Court for the
Middle District of Florida

O R D E R :

As the Court's Mandate has already issued in this appeal, the Clerk is directed to return unfilled Appellants' "Motion for Vacation of Order Denying Motion to Stay Mandate."

/s/_____
UNITED STATES CIRCUIT JUDGE

UNITED STATES COURT OF APPEALS
ELEVENTH CIRCUIT

No. 02-11952-GG

RECEIVED
U.S. COURT OF APPEALS
ELEVENTH CIRCUIT
APRIL 02 2003
THOMAS K. KAHN
CLERK

MAMIE L. EDWARDS, a/k/a
MAMIE LOU KING and
LEROY KING

Plaintiffs-Appellants,

versus

LYNN GERALD, JR., et al,

Defendants-Appellees.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF FLORIDA

MOTION FOR VACATION OF ORDER
DENYING MOTION TO STAY MANDATE

COMES NOW, THE ABOVE STYLED FOREGOING PLAINTIFFS-APPELLANTS, PURSUANT to FRAP 27 <B>, AND ARE NOW SETTING FORTH THEIR MOTION FOR

VACATION OF ORDER DENYING MOTION TO STAY MANDATE FOR THE FORECOMING REASONS:

FEDERAL QUESTION

THE FEDERAL QUESTION RAISED IN OUR MOTION TO STAY MANDATE PURSUANT TO FRAP 41.<2><A> IS NOT WAIVED THEY ARE INCORPORATED HERE TO AND WE ARE SURELY RELIANCE UPON THERE RELEVANT.

(1) NOW, PLEASE SEE EXHIBIT – 87 – WRIT OF EXECUTION, ISSUED OUT AND FROM – BROWARD COUNTY, FLORIDA, COUNTY COURT DATED OCT. 29, 1999. – HEREUNTO ATTACHED.

(2) NOW, PLEASE SEE EXHIBIT – A – NOTICE OF SHERIFF'S SALE – UNDER AN BY VIRTUE OF A WRIT OF EXECUTION ISSUED OUT OF AND UNDER THE SEAL OF THE COUNTY COURT OF LEE COUNTY, STATE OF FLORIDA, UNDER DATE OF OCTOBER, 29, 1999. HEREUNTO ATTACHED.

(3) DEFENDANT ROSA S. ESTRADA, DEPUTY SHERIFF, IN AND FOR LEE COUNTY, FLORIDA, UNDER THE COLOR OF THE STATE OF FLORIDA LAW – SOLD – OUR HOMESTEAD EXEMPTION PROPERTY – RESIDENCE – AT AND OF 2654 SAINT CHARLES STREET, FORT MYERS, FLORIDA – TO DEFENDANT KENNETH D. EPSTEIN.

(4) PLEASE SEE EXHIBIT – PERPETRATOR – FED THE COURT, KNOWINGLY - FALSE INFORMATION – PLEASE, SEE THE BOTTOM OF PAGE 1. – PLEASE BE PLEASED TO SEE PARAGRAPHS 4 AND 5; AND NOW, PLEASE SEE:

(5) EXHIBIT – SANCTION, PARAGRAPH 4. – ON OR ABOUT JULY 30, 2001, THE DEPARTMENT ACCEPTED SERVICE OF PROCESS PURSUANT TO SECTION 624.422. FLORIDA STATUTES, ON BEHALF OF DEFENDANT UNIVERSAL PROPERTY AND CASUALTY COMPANY IN A SUIT BROUGHT BY PLAINTIFF.

MEMORANDUM OF LAW

WE THE APPELLANTS, ADHERED TO ALL THE RULES AND LAW CONTROLING THIS APPEAL. THAT WE WERE ADVISED TO DO.

THE DEFENDANTS – APPELLEES HAS VIOLATED THE UNITED STATES CONSTITUTIIN AMENDMENTS 1st, 5th, 13th, AND 14th OF WHICH IS A MATERIAL FACT – AND – GENUINE ISSUE.

NEITHER OF FLORIDA COUNTY, COURTS HAS JURISDICTION OVER HOMESTEAD EXEMPT PROPERTY IN THE STATE OF FLORIDA – AND – BESIDE'S WE AND THIS CAUSE NEVER – EVER BEEN IN THE LEE COUNTY COURT AT ALL; IN THE STATE OF FLORIDA.

CONCLUSION

FOR THE ABOVE STYLED FOREGOING REASON AND CAUSE, WE PRAYETH AND MOTION FOR VACATION OF ORDER DENYING MOTION TO STAY MANDATE. PLEASE SEE EXHIBIT – A-A.

RESPECTFULLY SUBMITTED

/s/_____
MAMIE LOU EDWARDS KING
PLAINTIFF-APPELLANT
229-248-4263

RESPECTFULLY SUBMITTED

/s/_____
LEROY KING
936 SAINT LUKE STREET
BAINBRIDGE, GA 39819

CERTIFICATION OF SERVICE

WE, HEREBY CERTIFY THAT A COPY OF THE FOREGOING HAS BEEN FURNISHED BY FIRST CLASS U.S. MAIL TO THE FOLLOWS:

MATTHEW D. KLEIN, ESQ. P. O. DRAWER 030340, FORT LAUDERDALE, FLA 33303-0340

GERALD W. PIERCE, ESQ. 2222 SECOND ST., FORT MYERS, FLA 33901

WILLIAM R. WATERS, JR., ESQ. P.O. BOX 37400, TALLAHASSEE, FLA 32315

BEVERLY HAYES, ESQ. 612 LARSON BLVD. 200 E. GAINES STREET, TALLAHASSEE, FL 32399-0333

M. BRIAN CHEFFER, ESQ. 2320 FIRST ST., SUITE 1000, FORT MYERS, FLA 33901

CORAL DOYLE, ESQ. P.O. BOX 1438, TAMPA, FL33601

PHILIP JAY SPENGLER,II. ESQ. ONE MACK CENTER, SUITE 775 501 KENNEDY BLVD., TAMPA, FL 33602

SWORN TO AND SUBSCRIBED TO BEFORE ME, THE NOTARIAL, THIS 29TH DAY OF MARCH MONTH 2003 A.D.

RESPECTFULLY SUBMITTED

/S/_____

MAMIE LOU EDWARDS KING
PLAINTIFF-APPELLANT

RESPECTFULLY SUBMITTED

/S/_____

LEROY KING
PRO SE LITIGANT
PLAINTIFF-APPELLANT
936 SAINT LUKE STREET
BAINBRIDGE, GEORGIA 39819
PHONE #: 229-248-4263

/s/_____

NOTARIAL

APPENDIX - AA

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 02-11952-GG

FILED
U.S. COURT OF APPEALS
ELEVENTH CIRCUIT
MARCH 21, 2003
THOMAS K. KAHN
CLERK

MAMIE L. EDWARDS,
a.k.a. Mamie Lou King,
LEROY KING,

Plaintiffs-Appellants,

versus

LYNN GERALD, JR., Circuit Court Judge,
DIANA GOLDEN, Circuit Court Judicial Assistant,
LINDA R. PRATT, et al.,

Defendants-Appellees.

Appeal from the United States District Court for the
Middle District of Florida

ORDER:

Appellants' motion to stay issuance of mandate is **DENIED.**

/S/_____
UNITED STATES CIRCUIT JUDGE
EXHIBIT - AA